

## **BOARD OF MAYOR AND ALDERMEN**

**January 19, 2021**

**7:30 p.m.**

Mayor Craig called the meeting to order.

Mayor Craig stated due to the COVID-19/Coronavirus crisis and in accordance with Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04, this Board is authorized to meet electronically.

The Clerk called the roll.

Present: Aldermen Cavanaugh, Stewart, Long, Roy, Sapienza, O'Neil, Levasseur, Terrio, Porter, Shaw, Barry, Gamache, Hirschmann

### **CONSENT AGENDA (ITEMS)**

Mayor Craig advised if you desire to remove any of the following items from the Consent Agenda, please so indicate. If none of the items are to be removed, one motion only will be taken at the conclusion of the presentation.

### **Accept BMA Minutes**

5. Minutes from the May 4, 2020 Special BMA meeting, May 5, 2020 Public Participation and BMA meetings, and May 19, 2020 Special BMA, Public Participation and BMA meetings.

### **Accept and Remand Funds**

6. Communication from the Mayor's Office requesting that an anonymous donation they received of four \$10 Market Basket gift cards and \$25 in cash be accepted and allocated to the Welfare Department.

**Information to be Received and Filed**

7. Communication from Xfinity regarding regional sports networks.

**REFERRALS TO COMMITTEES**

**COMMITTEE ON FINANCE**

8. Resolutions:

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Thousand Dollars (\$30,000) for the FY2021 CIP 411621 Intelligence Officer Program."

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Nine Hundred Eighty Four Dollars (\$41,984) for the FY2021 CIP 411721 NH Highway Safety Grant."

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty Four Thousand Three Hundred Twenty Nine Dollars (\$84,329) for the FY2021 CIP 411821 Project Safe Neighborhood CopLink Grant."

"Amending the FY2017 & 2021 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of One Thousand Six Hundred Eighty One Dollars and Sixty Cents (\$1,681.60) for the FY2021 CIP 710021 Annual ROW Roadway Rehab."

"Amending the FY2017 & 2021 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Twelve Thousand Two Hundred Twenty Nine Dollars and Twenty Six Cents (\$12,229.26) for the FY2021 CIP 712521 Infrastructure ADA Access."

**COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC**

9. Communication from Jodie Nazaka, Senior Planner, regarding expanded outdoor seating on Elm Street.

## **REPORTS OF COMMITTEES**

### **COMMITTEE ON COMMUNITY IMPROVEMENT**

- 10.**     Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$30,000 for CIP 411621 Intelligence Officer Program be approved.  
*(Unanimous vote with the exception of Alderman Porter who was absent)*
- 11.**     Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$41,984 for CIP 411721 NH Highway Safety Grant be approved.  
*(Unanimous vote with the exception of Alderman Porter who was absent)*
- 12.**     Recommending that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$84,329 for CIP 411821 Project Safe Neighborhood CopLink Grant be approved.  
*(Unanimous vote with the exception of Alderman Porter who was absent)*
- 13.**     Recommending that the amending resolution and budget authorization providing for the transfer and expenditure of funds in the amount of \$12,229.26 from CIP 710417 School Sidewalk Program to CIP 712521 Infrastructure ADA Access be approved.  
*(Unanimous vote with the exception of Alderman Porter who was absent)*
- 14.**     Recommending that the amending resolution and budget authorization providing for the transfer and expenditure of funds in the amount of \$1,681.60 from CIP 714517 Elm Street Repaving Project to CIP 710021 Annual ROW Roadway Rehabilitation be approved.  
*(Unanimous vote with the exception of Alderman Porter who was absent)*
- 15.**     Recommending that the request from Light of Life Ministries to change the location of their project from 295 Hanover Street to 247 Pearl Street be approved.  
*(Unanimous vote with the exception of Alderman Porter who was absent)*

16. Recommending that the request from the property owner of 404 Laurel Street for subordination of a City lien in the amount of \$22,965 be approved.  
*(Unanimous vote with the exception of Alderman Porter who was absent)*

#### **COMMITTEE ON HUMAN RESOURCES/INSURANCE**

18. Recommending that the request for changes to the City's A-Step Program as presented be approved.  
*(Aldermen Stewart, Barry and Cavanaugh voted yea, Alderman Roy voted nay and Alderman Hirschmann was absent)*
19. Recommending that the request from the Public Works Director to eliminate one (1) Equipment Operator IV, Grade 15, and add one (1) Equipment Operator III, Grade 14 be approved.  
*(Unanimous vote with the exception of Alderman Hirschmann who was absent)*

#### **COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC**

20. Recommending that the following traffic regulations be approved:
- 15 MINUTE PARKING 8 AM-6 PM**  
On Hanover Street, south side, from a point 30 feet east of Chestnut Street to a point 45 feet further east  
*Alderman Long*
- METERS-TWO HOURS**  
On Hanover Street, south side, from a point 75 feet east of Chestnut Street to Pine Street  
*Alderman Long*
- RESCIND METERS-TWO HOURS**  
On Hanover Street, south side, from a point 120 feet west of Pine Street to a point 35 feet east of Chestnut Street (Ord. 10557)  
*Alderman Long*  
*(Unanimous vote)*
21. Recommending that the request from Vanasse & Associates, Inc. to install Do Not Block Intersection pavement markings and signage on Campbell Street as part of the ConvenientMD Urgent Care Center Project be approved.  
*(Unanimous vote)*



22. Recommending that the request from Kristen Clarke, Traffic Engineer, to conduct a traffic study on Maple and Beech Streets from Bridge Street to South Willow Street be approved.  
*(Unanimous vote)*
24. Advising that the Homeless Outreach and Collaboration Activities & Statistics Report was accepted.  
*(Unanimous vote)*

*HAVING READ THE CONSENT AGENDA, **ALDERMEN O'NEIL** MOVED THAT THE CONSENT AGENDA BE APPROVED. **ALDERMAN CAVANAUGH** DULY SECONDED THE MOTION. MAYOR CRAIG CALLED FOR A VOTE. THE MOTION CARRIED ON A UNANIMOUS ROLL CALL VOTE.*

## **REPORTS OF COMMITTEES**

### **COMMITTEE ON HUMAN RESOURCES/INSURANCE**

17. Recommending that the request for an educational repayment pilot program to be effective in FY2022 using partial funding from the tuition reimbursement program be approved.  
*(Unanimous vote with the exception of Alderman Hirschmann who was absent)*

***Alderman Stewart** stated after speaking with Kathy Ferguson at HR, I would like to re-refer this item back to the Committee on Human Resources so it can be tweaked a little bit and brought back to the BMA next month. **Alderman Roy** duly seconded the motion. Mayor Craig called for a vote. The motion carried on a unanimous roll call vote.*

## COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC

**23.** Recommending that an ordinance:

“Amending Section 96.06 by adding subsection J relative to syringe service programs.”

ought to pass and be referred to the Committee on Bills on Second Reading.  
*(Unanimous vote)*

## SPECIAL COMMITTEE ON ALCOHOL, OTHER DRUGS, AND YOUTH SERVICES

**26.** Recommending, after due and careful consideration, that an ordinance:

“Amending Chapter 130: General Offenses of the Code of Ordinances of the City of Manchester by adding a new section prohibiting camping in public places.”

ought to pass and be referred to the Committee on Bills on Second Reading.  
*(Unanimous vote)*

*(Note: Draft policy regarding storage of personal items of homeless encampment inhabitants submitted by the Public Works Department attached.)*

*Alderman Long moved to suspend the rules and place the two ordinances on their final reading without referral to committee and ordain. Alderman Barry duly seconded the motion.*

Alderman Terrio asked can I talk about both of them.

Mayor Craig stated he combined them so you can speak to both.

Alderman Terrio asked Your Honor, on Item 23 I will vote to go along with this but has there been any discussion with the state as far as providing the service somewhere else.

Mayor Craig answered I believe at the last meeting Anna Thomas talked about a harm reduction strategy that the department is working on and syringe services are a component of the harm reduction strategy. I believe that the non-profit that the state has funded are also potentially looking for another partner in the city as well.

Alderman Terrio asked regarding Item 26 which is the ordinance amendment regarding camping in public places, I am going to support this but I want to change the fine structure. After speaking with Alderman Long and City Clerk Normand, they said if we didn't do this tonight then it would delay the process so I am going to vote for it but would ask the Board to send it back to Public Safety to reduce the fine to \$250 maximum. I do understand that that is not a mandatory fine and a possible fine but in looking at the table of fines for the state and the city, the \$1,000 seems out of proportion and I am concerned about any potential future litigation.

Alderman Terrio moved to send the ordinance back to the Committee on Public Safety, Health and Traffic to reduce the fine to \$250,000.

Mayor Craig stated it is my understanding, and I am not sure if Chief Aldenberg or Solicitor Rice can address this but when there are ordinances like this it is the court that decides what the fine would be. Is that correct?

Emily Rice, Solicitor, answered yes. Typically if the complaint was written by the Police Department for a violation, it would be done on a "must appear" basis and when the individual appeared in court, if the court found that they had committed the violation, the court would decide the fine. Under RSA 47:17, municipalities are not permitted to impose a fine of greater than \$1,000 but in this particular instance it would be for the court to determine.

Alderman Roy stated I heard someone say that this was going to slow the process down if we didn't vote to suspend the rules tonight. That is not quite accurate. It is going to speed the process up but our process is that this is supposed to go to Bills on Second Reading. I understand the concern of everybody but as you know I like to go with the process so I will be voting against suspending the rules. I just wanted to clarify that. Thank you.

Alderman Terrio stated just to clarify with Atty. Rice, I sent her an email last week and it is my understanding that if we allow for fines up to \$1,000 the court can impose a fine up to \$1,000 but if we limit it to \$250, the court can't go above that limit. Is that correct or incorrect?

Solicitor Rice replied that is correct.

Alderman Levasseur stated I am a little bit concerned about the language "any city park." If these people decided they wanted to do it in front of City Hall on the City Hall square or other properties in the city, I am not sure if this is going to cover it. When I was by Veterans Park on Sunday, I took a drive over to see if they were going to be inside the memorial portion and they were not. They were over on the property where the courthouse is. I don't know where the line is but I don't think the city has any jurisdiction over that portion where they are going to be. I am not concerned, I am just wondering if they are going to move around or find another location or if everyone on the Board is fine with the fact that they are just going to stay right on...it is kind of weird because they are giving out the stuff inside the park but it is kind of close to where the courthouse is. The question I have is are we going to be enforcing this? We pass a lot of ordinances and have a lot of ordinances but we don't seem to enforce them. I am not sure how we are going to go about this. The question is, are they just going to stay there and is that okay and is that what the intent of this is going to be.

Mayor Craig replied the intent of this ordinance is to prohibit syringe services in public parks. Yes, it would be enforced and as this Board knows both...

Alderman Levasseur interjected how would it be enforced.

Mayor Craig responded myself, Anna Thomas, Chief Goonan, Chief Capano and Chief Aldenberg have been in conversations with the state and with this non-profit for over a year now and they understand that this city does not want this happening in our city parks. Again, we have the harm reduction strategy that the Health Director and Health Department are working on and syringe services are a part of that and it is not just exchanging one needle for another needle or more. I believe Chief Aldenberg is on the call and I will let him talk to your question about enforcement.

Alderman Levasseur stated just one last point. If they are on the state property, which is where the cement is, we will not have any jurisdiction over that particular property. Is that correct?

Mayor Craig answered correct and that is state property so maybe the state is okay with that.

Allen Aldenberg, Police Chief, stated if they are behind Superior Court and on Barrister Lane, which I believe is a public way, I think we would have some enforcement options. Anything that creeps onto the roadway where they are impeding the roadway, we could enforce.

Alderman Porter stated I am going to support this. I did some research on this syringe program and I don't have the Manchester statistics but I am going to go back to 2017 and 2018. They distributed 133,000 needles statewide and collected 58,000. In 2019 and 2020, they distributed 656,000 needles and only collected 446,000. Here is the

staggering number. Only 563 referrals to substance use disorder treatment programs. I don't know exactly how many people they are seeing but when they are taking in half a million needles and giving out almost 700,000 and only 563 people are being referred to treatment, I just have a problem with the program overall. I certainly don't want it on city property so I will be supporting this.

Mayor Craig stated I think I have but I can share information about Manchester specifically. I want to say that the referrals to service providers are in the single digits. They are woefully low. I agree with you.

Alderman Levasseur stated I am wondering what the Health Department's...I have been around for a few years and I always thought that the Health Department agreed with these needle exchanges and wanted that service provided and I believed it was the policy of that department that they wanted to do it. I understand they want it done properly at a different location like CMC or some other spot. I remember this being discussed prior to this being an issue now. I am just wondering if they have discussed an alternative program or site or location or are they just going to move out of the city or are they going to be there next week. Anna, I remember that Tim Soucy wanted to have this program. I just don't know where it was supposed to be done but I remember there being support by the city for this program.

Anna Thomas, Health Director, responded yes. We have been at this for so long and wanting to see this wrapped into a comprehensive model. To Alderman Porter's point, the go to with these programs shouldn't be the needle and the needle only. The go to should be a comprehensive approach looking at where people are at and helping them with small tests of change. The needle is really the only tool that is helping them prevent the consequence of infectious disease. It is giving them clean needles. It will continue to allow them to use but what you are trying to do is prevent this secondary consequence of needle use like the transmission of Hep A or HIV or those kinds of things. I think the

strategy that is being written describes that this is really a collective approach. Ideally it would be with these outreach teams or even with The Doorways and matched up with a mental health and a medical model. I think that is what we would like to see happen. Some of the discussions that we are having with the state right now are whether or not we could put this under the umbrella of either a Doorways or a mental health center and all of these things are being vetted now. As long as it is folded into something like that with some evidence based practices, it is considered a good public health measure but I don't believe the strategy should be leading with the needle. I think that is a component and a spoke of a much larger set of interventions and that is the slant that I would take on it.

Alderman Levasseur stated I understand what you are saying but my question was are you...what is the plan. If you are going to ban them from this one location, I assume this is going to get out to...I saw about 200 people there on Sunday in the span of about 30 minutes coming and going and milling around the area. I am not sure how many people were taking needles but I did see a lot of people putting things in bags and backpacks and cars. I don't think this is going to get out the general public that comes every Sunday. Is it just going to be banned completely or are there other opportunities or options for people to get a needle exchange? I agree with you about the statistics and the numbers and the amount of people that are coming and going but my major concern is where are they throwing them all? Are they just putting them in regular garbage cans if they are not bringing them back? I agree that this is a health issue. The question is what are they going to do next. We are just going to ban this. Does this have to go to another committee or is it going to be done tonight?

Mayor Craig responded if the motion on the floor passes, it does not have to go to another committee.

Alderman Levasseur stated so the ban would take effect tonight.

Mayor Craig stated the Clerk will need to post it publically and once that is done it will take effect. To your point, there have been multiple conversations again with the state and with this non-profit to try to get them to move. When you say we are banning this, we are just banning syringe services in our parks in the city. We are not banning this service in this city. The non-profit can work with other non-profits. I don't believe it is up to the city to find the non-profit a new home. Again, we have been working with them to try to get them to understand the concerns that our residents have and that the city has about the program that they are running. They have been part of the harm reduction strategy that the Health Department is working on and the hope is that when that is finalized they, like Anna said, fold their service into the greater strategy to help individuals in need in our community.

Alderman Roy stated to Alderman Levasseur's comment, my opinion is this is going to be like squeezing a balloon. It is just going to go someplace else and hopefully we don't have a problem with where they end up. To the first ordinance about the fine for camping, I agree with Alderman Terrio. The \$1,000 is a lot. I would suggest that we separate these two ordinances out and if don't suspend the rules on the first one it could go to Bills on Second Reading and be revamped as far as the amount of the fine. That could then be reported out at our next meeting. As for the other ordinance, it is up to everyone else. You know where I stand. I think it is a bad idea not to go through the process. This would give us an opportunity to tweak that ordinance because I think the \$1,000 is excessive as well. None of those people that we are going to be displacing...they don't have \$250 never mind \$1,000.

Alderman Levasseur stated I think we should send these to committee to get some advertising for a week or two so they know we are serious and it is going to go through. If this goes through and takes effect as quickly as it can, Sunday could be a real serious problem. I don't know if they are just going to stop and say okay we are not going to show up at this location. I am a little nervous about all of these people coming here and



not having another location set up. I think two weeks would be good because it could pass here tonight and go to the full Board for the next meeting for a vote so that we would already have given them at least two weeks' notice. I am just throwing that out there because again I have been by there two Sundays in a row and there are a lot of people that go there. At least they are not in the memorial anymore which was my biggest concern.

Mayor Craig stated to your point, when this information was approved two weeks ago, Ms. Thomas notified the state who is working with the non-profit so they have had ample time to educate people. They have already had two weeks to notify individuals coming to the park for needles. It is not like we are just dropping this on them tonight. We gave them the heads up and again we have been having conversations with them for a year and a half and they have been dragging their feet and not moving out of our park. I think it is a bigger issue. Obviously Veteran's Park is not a park where this should be happening; in any part of that park or in any city park. Our parks are there for all residents of Manchester to enjoy and to feel comfortable in and we know that the non-profit is working with another non-profit right now and hopefully they can continue to provide their service in a better way with them. Again, that is not the city's responsibility in my opinion.

Alderman Barry stated I agree with you. They have had plenty of notice. We have been discussing this for a few weeks. I know that Mike Lopez called me and we were talking and he actually reached out to the non-profit group and advised them that it is going to be coming before the Board tonight. They are well aware of it. They know they have to move and they are preparing to move and finding a location. Matt is also going to give them another notice by ordinance. With that in mind, I think we need to move this along. Emily already said that the district court judges are going to set the fine, not the city, whether we have it at \$250 or \$1,000. Alderman Roy is right that even if you charge someone \$250...will it ever get to \$1,000? I doubt it very much. I doubt that it would

even get to \$250. The way they are releasing people on PR bail all the time, it is not going to happen but we have to do something. We can't just keep sending this to committee after committee and tweaking it. We need to move this along.

*Mayor Craig called for a vote on the motion to amend the committee reports for Items 23 and 26 and suspend the rules and place the ordinances on their third and final reading and ordain. Aldermen Cavanaugh, Stewart, Long, Sapienza, O'Neil, Levasseur, Terrio, Porter, Shaw, Barry, Gamache and Hirschmann voted yea. Alderman Roy voted nay. The motion carried.*

- 25.** Advising that the request from Alderman Porter for the installation of temporary speed humps on Lilac Court as a pilot program was received and filed.  
(Unanimous vote)

Alderman Porter stated I don't object to this being received and filed. I do appreciate Kristen Clarke and her staff doing the traffic study. The only thing I would ask this Board to do is really take into consideration maybe looking at purchasing some of these portable speed humps to use in hot spot areas around the city. They are not anchored and the plows wouldn't ruin them. They may not have been a good fit for Lilac Court and I completely get that but I do think we have congested neighborhoods where we could make an immediate impact by using these removable speed humps. I just think going forward I would like the committee to at least keep that in mind. I think it is \$400 for two sets and we could use them around the city. I have no issue with the receive and file. I just wanted to make that statement.

*Alderman Porter moved to accept the report and adopt its recommendation. Alderman Roy duly seconded the motion. Mayor Craig called for a vote. The motion carried on a unanimous roll call vote.*

## **REGULAR BUSINESS**

27. Communication from Pam Jorgensen advising the board of her resignation from the Senior Services Commission.

*Alderman O'Neil moved to accept the resignation with regret. Alderman Roy duly seconded the motion.*

Alderman Terrio stated I am a little bit concerned because we have had three resignations from the Senior Services Commission. I do know that there was something about moving but is there a problem on this commission? It is just unusual to have three people resign all at the same time.

Mayor Craig responded over the last two meetings, the entire commission has turned over. The information that I got from the Director was there was one person whose term expired, two people moved and two said that they did not want to serve anymore. I have talked to the Director and asked to participate in the next meeting. I think it is important also that these meetings be televised, especially now during Covid where the seniors aren't able to go into the Senior Center so they understand what the Commission is doing and what the plans are. Thankfully, we have been able to fill the spots really quickly, which I think says a lot.

City Clerk Normand asked do you want to take Items 27, 28 and 29 together.

Mayor Craig responded yes we can do that.

28. Communication from Daphne Whitmore advising the board of her resignation from the Senior Services Commission.

- 29.** Communication from Sharon Schott advising the board of her resignation from the Senior Services Commission.

*Mayor Craig called for a vote on the motion to accept all three resignations with regret. The motion carried on a unanimous roll call vote.*

- 30.** Nomination(s) to be presented by Mayor Craig, if available.

Mayor Craig stated pursuant to Section 3.14 (b) of the City Charter, please find below the following nominations which will layover to the next meeting of the Board pursuant to Rule 20.

Senior Services Commission

Pat Kalik to replace Sharon Schott as a regular member, term to expire January 1, 2022

Lee Drysdale to replace Pamela Jorgensen as a regular member, term to expire January 1, 2023

Terry Gesel to fill a vacancy as a labor representative, term to expire January 1, 2024

Office of Youth Services Advisory Board

Cady Hickman to succeed Diolienda Delizia as a regular member, term to expire January 1, 2024

- 31.** Confirmation of Sharon Wickens as Finance Director.

*Alderman O'Neil moved to confirm the nomination of Sharon Wickens as Finance Director. Alderman Long duly seconded the motion. Mayor Craig called for a vote. Aldermen Cavanaugh, Stewart, Long, Sapienza, O'Neil, Porter, Shaw, Barry, Gamache and Hirschmann voted yea. Aldermen Roy, Levasseur and Terrio voted nay. The motion carried.*

*Alderman Long moved to make the confirmation unanimous. Alderman Barry duly seconded the motion.*

Alderman Porter stated I just want to say that I have had the opportunity to speak with Sharon now on two occasions at great length. I know I bothered her at home. I know the aldermen here understand that I have an issue with the way the process unfolded. I disagreed vehemently and I think we all know that. I am even more perplexed by the legal opinion issued by the Solicitor. Nonetheless, I did make one promise to both candidates when I interviewed both of them and that was that as people and potential city employees, I would not allow my dissatisfaction with the process to in any way interfere with them getting the job. I am going to keep my promise. I talked to Sharon at great length over the weekend and explained to her that I was opposed to the process and I don't think it was right but I do look forward to working with her jointly. That is why I am supporting her tonight. I do appreciate Sharon taking the time to speak with me. I just wanted to explain why I am supporting her. Thank you.

*Mayor Craig called for a vote on the motion to confirm the nomination unanimously. That is something that the Board typically does to show support for the person getting the job. Aldermen Cavanaugh, Stewart, Long, Sapienza, O'Neil, Porter, Shaw, Barry, Gamache and Hirschmann voted yea. Aldermen Roy and Levasseur voted nay. Alderman Terrio abstained. The motion failed.*

32. Confirmation(s) to be presented by Mayor Craig:  
Manchester Arts Commission  
Maserai Bah as an alternate, term to expire December 1, 2022  
Highway Commission  
Armand Forest to succeed himself as a regular member, term to expire January 15, 2024  
Conduct Board  
Candace Veziris to succeed herself as a regular member, term to expire October 1, 2023  
Woullard Lett to fill a vacancy as a regular member, term to expire October 1, 2022  
Roland Martin to fill a vacancy as an alternate, term to expire October 1, 2021  
Senior Services Commission  
Sean Parr to fill a vacancy as a regular member, term to expire January 1, 2024

Mary Lynn Edwards to fill a vacancy as a regular member, term to expire  
January 1, 2024  
Conservation Commission  
Nicholas Testa to fill a vacancy as an alternate member, term to expire  
August 1, 2021

*Alderman Stewart moved confirm the nominations as presented. Alderman Cavanaugh duly seconded the motion. Mayor Craig called for a vote. The motion carried on a unanimous roll call vote.*

- 33.** Budget projections to be submitted by Sharon Wickens, Interim Finance Officer, if available.

Sharon Wickens, Finance Officer, stated attached is the fiscal year 2021 general fund expenditure and revenue forecast as of January 19, 2021 based on department head estimates. The current projected general fund operating surplus is \$1,570,000. The operating surplus is comprised of a revenue deficit of \$819,000 and an expenditure surplus of \$2,389,000. The revenue deficit is primarily due to lower parking revenue, lower interest rates and rental income at the ice arenas. The forecasted surplus includes \$500,000 in debt service savings realized from the city's most recent bond refunding in November, as well as \$675,000 from the contingency account. There were 25 retirements through January 19, 2021 compared with 24 at this same time a year ago. Severance paid amounts to \$1,107,991 compared to \$973,638 a year ago. The severance reserve account has a balance of \$962,351 as of January 19, 2021. I would be happy to answer any questions.

Alderman Porter stated thank you Sharon. When I look at the retirements, and I am going to touch the third rail here for a minute, and I look at the top three which are police, fire and highway, it looks like if you average it out the average police officer retired with a buy out severance of \$53,000, fire at \$58,000 and highway is almost \$30,000 less. This kind of shows me that we have a pay disparity in the Highway Department. I am

concerned that people are...it is a lot of money to be paid out. Are these contractual obligations?

Ms. Wickens responded are you asking if it is a contractual obligation to pay out the retirement.

Alderman Porter replied not the retirement but the severance. What is the contractual obligation? Is it sick time and vacation? I am trying to wrap my head around that.

Ms. Wickens answered it is sick time and vacation. It is the same for all three departments. I would say that the average salary of fire and police as you stated are higher when they retire than somebody retiring from Public Works.

Alderman Porter stated it is just a pretty glaring number to me that's all.

Alderman Levasseur stated you said we saved \$500,000 on refunding our bonds. Does that mean we paid them off?

Ms. Wickens replied no we refunded them to a lower interest rate.

Alderman Levasseur stated so it is not a refund but we refinanced them.

Ms. Wickens responded it is called a refunding in the bond world but you are right. It would be a refinancing.

Alderman Hirschmann stated I am looking at the report that was emailed to us today. The school district hasn't paid the Police Department \$305,000. I just want to know if we are not supplying five resource officers or seven resource officers and are they going

to go back if the schools go back to in person learning? Is there a report from you on this Mayor?

Mayor Craig stated I think Chief Aldenberg would be the best person to answer this.

Chief Aldenberg stated I can tell you that from September to December we billed the school district for the SRO's that were present. Come January 25, all but one resource officer will be back in the schools and that is the last remaining SRO that would go to Central High. At this point the school district has said they don't need that second officer at Central right now. When that one goes back in then all will be billed. At this point, all but one is being billed to the school district.

***Alderman Roy** moved to recess the meeting to allow the Committee on Finance to meet. **Alderman Hirschmann** duly seconded the motion. Mayor Craig called for a vote. The motion carried on a unanimous roll call vote.*

Mayor Craig called the meeting back to order.

**36.** Report(s) of the Committee on Finance, if available.

The Committee on Finance respectfully recommends, after due and careful consideration, that Resolutions:

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Thousand Dollars (\$30,000) for the FY2021 CIP 411621 Intelligence Officer Program."

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Nine Hundred Eighty Four Dollars (\$41,984) for the FY2021 CIP 411721 NH Highway Safety Grant."



"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty Four Thousand Three Hundred Twenty Nine Dollars (\$84,329) for the FY2021 CIP 411821 Project Safe Neighborhood CopLink Grant."

"Amending the FY2017 & 2021 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of One Thousand Six Hundred Eighty One Dollars and Sixty Cents (\$1,681.60) for the FY2021 CIP 710021 Annual ROW Roadway Rehab."

"Amending the FY2017 & 2021 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Twelve Thousand Two Hundred Twenty Nine Dollars and Twenty Six Cents (\$12,229.26) for the FY2021 CIP 712521 Infrastructure ADA Access."

ought to pass and be enrolled.

*Alderman Roy moved to accept the report and adopt its recommendations. Alderman Porter duly seconded the motion. Mayor Craig called for a vote. The motion carried on a unanimous roll call vote.*

**37.** Report(s) of the Committee on Administration/Information Systems, if available.

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that the request from the Board of Assessors to award the 2021 Revaluation contract to Vision Government Solutions as a cost of \$379,000 be approved.

*Alderman Sapienza moved to accept the report and adopt its recommendation.*

*Alderman Cavanaugh duly seconded the motion. Mayor Craig called for a vote. The motion carried on a*

**38. Resolutions:**

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Thousand Dollars (\$30,000) for the FY2021 CIP 411621 Intelligence Officer Program."

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Nine Hundred Eighty Four Dollars (\$41,984) for the FY2021 CIP 411721 NH Highway Safety Grant."

"Amending the FY2021 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty Four Thousand Three Hundred Twenty Nine Dollars (\$84,329) for the FY2021 CIP 411821 Project Safe Neighborhood CopLink Grant."

"Amending the FY2017 & 2021 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of One Thousand Six Hundred Eighty One Dollars and Sixty Cents (\$1,681.60) for the FY2021 CIP 710021 Annual ROW Roadway Rehab."

"Amending the FY2017 & 2021 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Twelve Thousand Two Hundred Twenty Nine Dollars and Twenty Six Cents (\$12,229.26) for the FY2021 CIP 712521 Infrastructure ADA Access."

***Alderman O'Neil** moved to waive the reading by titles only. **Alderman Hirschmann** duly seconded the motion. Mayor Craig called for a vote. The motion carried on a unanimous roll call vote.*

***Alderman Cavanaugh** moved that the resolutions ought to pass and be enrolled. **Alderman Sapienza** duly seconded the motion. Mayor Craig called for a vote. The motion carried on a unanimous roll call vote.*

## **NEW BUSINESS**

Alderman O'Neil stated I have two things. The St. Patrick's Day Parade Committee voted that we will not have a parade in 2021. We are just beginning to get people vaccinated in the city and at the end of March we won't be ready as a community. Your Honor, at some point could we have...Alderman Roy brought up the discussion about the Fire Department and I have had several discussions with Chief Aldenberg but can we have a presentation on the work that the Police Department has done on critical incident stress management? It is something they have been doing for about 10 years that I just learned about. It goes back to Chief Mara so we had four chiefs since then. They have a number in the mid 20's of sworn and civilian trained employees for crisis intervention. They not only have been able to help out people after an incident but more importantly they have been able to address some issues and be ahead of the curve. Maybe at one of the next meetings if we have a light agenda Chief Aldenberg and his team can do a brief presentation on that.

Mayor Craig stated sure.

Alderman Hirschmann stated my new business is a little bit of personal privilege. Everyone knows that I have been out for a month. I contracted COVID-19 on 12/23 right before Christmas. I was confined to my home and under a doctor's care and I just wanted everybody in the community to know that although I really tried to do the right thing the way everyone has been coached to wear a mask and wear gloves and protect yourself in different environments, I was deemed an essential worker in March by the Department of Safety so I was out every day from March until December in every type of environment in the community. I was limiting my exposure and wearing a mask all the time when I was with people and in a building especially but not outside. I contracted Covid in a room that I was in with a nurse who had a mask on. I also had a mask on. The room was

6' x 6'. You are not safe in every environment and you have to be careful inside of a building. We talked to the Health Director, Anna Thomas, early on about ventilation systems and rooms. I was in a room that was too small and that is why I contracted it but I think I contracted it through my eyes because my eyes burned and then I had bad symptoms for two days and then it got really severe. I got confined to my home and I was under a doctor's care. I was close to going to the hospital many times. My oxygen was monitored and I had a high fever. Luckily, I was a healthy enough guy. I am 61 and I am pulling out of it now and am going to be fine. I just wanted everybody to hear my story and hope that I can help somebody try to understand this virus a little more. I have a second piece to this. In 2020 and 2021, the pandemic has really gone worldwide and affected me and a lot of my loved ones. The CARES Act money that came into this city during the budget year saved us. I want to thank the administration in Washington. They took care of Manchester this year. If we didn't get this CARES Act money, Manchester and its taxpayers would be in dire straits. Again, I want to thank the outgoing President for not forgetting Manchester, NH. I want to thank the Board and the Mayor because while I was out for a month there was a lot of things happening in ward 12 and I got a lot of help from Chief Aldenberg and Dan Goonan. I want to thank our Senior Services Director. She has really been doing a good job even though the Senior Center has been closed. She is a good department head and she has my full support going forward.

Thank you.

Mayor Craig stated thank you and it is great to have you back.

Alderman Terrio stated this is really a minor thing but I was looking through your new business package and it struck me that it was very useful in that some things are sent to us in portrait mode and some in landscape and it is very readable. I would just ask the Clerk...I don't know how difficult it would be but when we are looking at financial documents and it should be in landscape but it is in portrait it is almost unreadable. I

twist my head. To me it is hard to decipher numbers and things and I am just wondering how difficult that would be.

City Clerk Normand responded it is not that it is difficult. The agenda management software we have doesn't put the page numbers where you would normally see them if we do that. It is a preference thing. We can try it.

Alderman Sapienza stated I think it is important for the people of Manchester to realize that the city government and the departments have no jurisdiction or authority at Valley Street jail. There is a giant COVID-19 pandemic over there. The jail completely disregarded all guidance from the CDC and anybody else. They ignored the pandemic for the first nine or ten months. That is not the fault of city government and it is not the fault of the city departments regardless of what you read in the paper. That is a county jail and we are not even allowed in there. That is on them. It is not on city government. They have been releasing people from the jail and they had no COVID-19 protocol until recently in the last few weeks. I think it is important that the people in Manchester know that city government doesn't have any jurisdiction or authority at that jail.

Mayor Craig asked Director Kitchens are you on the line. I know there was an incident at the airport if you want to give a brief overview for the Board.

Ted Kitchens, Airport Director, stated I just want to call your attention to an incident that happened today at 4:20 PM at the airport. A single engine Piper aircraft veered off of Runway 1735. It was landing on Runway 35. There were no reported injuries or any impact to our operations. The airport continued to operate off of our Crossman Runway, Runway 624. The FAA, NTSB and NH Department of Aeronautics were all notified of the incident. The FAA and NTSB are currently investigating the cause of the accident so I do not want to speculate as to what may or may not have happened. The NTSB has authorized us to remove the aircraft so the aircraft has been removed from the site and

Runway 1735 has been reopened by Airport Operations to aircraft traffic. You will notice if you are on social media sites that there was a reported leak of fuel but there was no evidence at the site of any fuel leakage. The aircraft remained on all of its wheels. The nose wheel did collapse when it hit the soft ground off the edge of the runway but the wings stayed up off the ground throughout the entire incident. Again, I don't want to speculate as to what the cause was but there were no impacts to our operations.

Mayor Craig asked Ms. Thomas to give a quick update.

Ms. Thomas stated as you are all listening to the news, you know that we are rolling out vaccines and they are trickling into the state. We are getting about 18,000 vials per week and that is statewide. Effective Friday on the 22<sup>nd</sup>, starting at 8 AM, Phase 1B will be activated, which as you may have heard will now expand to populations age 65 and older. We will put this on the city's website so people know where to find it but you can go to the state website, [nh.gov/covid19](https://nh.gov/covid19) to register and it will walk you through how to set yourself up as an appointment. They will start scheduling appointments on January 26. Even though you are calling on the 22<sup>nd</sup>, they will not actually start scheduling until the 26<sup>th</sup>. For the Manchester area, Southern NH University is the site currently but we are looking to add additional mobile sites in partnership with our healthcare providers and certainly the ongoing partnership between Health and Fire. The other thing that people can do is call 211. If you do not have a doctor or you are having difficulty on the website, you can also call and people at 211 will field your call and help you register and actually do it for you when you call. The call center will be active from 8 AM until 7 PM, Monday through Friday, and Saturdays from 8 AM until 5 PM. Again, we will put that on the website so people as they fall into this 1B category, and the big one is people age 65 and older. There are over 300,000 people in the state age 65 or older who we need to get through this phase plus some other priority populations such as other first responders who haven't gone through yet as well as some of the residential and staff of some of the facilities that care for persons with intellectual and development disabilities

and some of the correctional facilities as well. All of that is going to be happening in real time. We will keep giving you information as this comes out. We are hopeful that starting in March if not sooner, and it all depends on how quickly we get the vaccine, we will expand that to Phase IIA which will include the staff of the schools and childcares. That is from grades K-12 and certainly for those individuals who meet the criteria in Phase IB who were part of the teaching staff, they can start calling this Friday. Even though they are technically in Phase IIA, if they meet the other criteria they can actually go earlier. We will put that all on the website and start getting people directed there. Certainly we have our own Covid hotline but I do not want to refer people to that hotline to schedule appointments because we are leaving that open for testing and basic needs of residents. I want to discourage people from calling that number. I think eventually we will be helpful in signing people up over time but right now we are still doing a lot of testing and we don't want to interfere with those operations. That is it but it is coming and we are very excited. Please stay tuned.

Alderman O'Neil asked is there any chance at all that Phase IIA is going to be moved up.

Ms. Thomas answered they were telling us today and when I say they I mean the state, that they are expecting delays because the demand is going to be very high. I think it will be interesting to see what happens on Friday when the phones open up and the website opens up. I think they are going to be very busy for the next week trying to schedule people. It really depends on how quickly we can get through that sizable population statewide. They are really setting their sights on March to get to Phase IIA but I am not sure yet. I think we will have a better handle on it in the coming weeks to see how the scheduling is going and the vaccination sites are going and I can report back then.

Mayor Craig stated there are a couple of things in your packet. The weekly shelter bed count report. As you can see, the average over the last seven days was about 141 people staying at the shelters. There are about 190 beds so there are beds available for

individuals who are living outside. The outreach team is working hard to get people in. I want to thank and recognize Aldermen Long, Porter and Barry for joining me on Saturday to get a tour of New Horizons shelter and the emergency shelter. It was great to see the changes at both locations and the set ups. I thought it was a really good meeting and we were able to get a lot of questions addressed firsthand. There is information from the outreach team. It is dated December 31, 2020 but you will see that the number of unsheltered individuals and encampments in the city are decreasing. In comparing the last report we got which was for October, they reported about 155 individuals experiencing homelessness and this report had 120. As for encampments, back in October there were 35 and at the end of December there were 28. I also want to recognize Public Works, Fire Department, Police Department and Health Department for working collaboratively in addressing the encampments when they are vacated and doing a great job cleaning up the areas. This week is the week for pick-up of Christmas trees so make sure you put them out this week.

*There being no further business, **Alderman Barry** moved to adjourn. **Alderman O'Neil** duly seconded the motion. Mayor Craig called for a vote. The motion carried on a unanimous roll call vote.*

A True Record. Attest.

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

City Clerk





## CITY OF MANCHESTER

*Joyce Craig*  
*Mayor*

### MEMORANDUM

To: Board of Mayor and Aldermen  
From: Mayor Joyce Craig  
Date: January 19, 2021  
Re: Donation

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In December, the Mayor's Office was sent an anonymous letter asking to "use the enclosed gift cards and money to help the poor in our community."

Enclosed were:

- Four (4) \$10.00 gift cards to Market Basket
- \$25.00 in cash

I request the Board accept these funds and allocate them to the Welfare Department.

Respectfully,

Joyce Craig  
Mayor

cc: Charleen Michaud



December 22, 2020

Mr. Matt Normand  
City Clerk  
City of Manchester  
1 City Hall Plaza  
Manchester, NH 03101

RECEIVED

DEC 29 2020

City Clerk's Office

**Re: Regional Sports Networks**

Dear Mr. Normand:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

As you are aware, many sporting events and broadcasts were put on hold this year between April and June due to the pandemic. As we shared in September, we have been working hard to recover the fees regional sports networks charged us during that period to pass back savings to our customers.

We are currently notifying customers in your community of an additional courtesy adjustment related to these fees. This adjustment reflects what has been committed to us by the regional sports networks in your area. We will continue to work to recover additional funds where possible and we stay committed to giving our customers 100% of what we receive.

For more information, visit [www.xfinity.com/sportsadjustments](http://www.xfinity.com/sportsadjustments) however should you have additional questions, please do not hesitate to contact me at [Bryan\\_Christiansen@cable.comcast.com](mailto:Bryan_Christiansen@cable.comcast.com).

Very truly yours,

*Bryan Christiansen*

Bryan Christiansen, Sr. Manager  
Government Affairs

v1

*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty One*

**A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Thousand Dollars (\$30,000) for the FY 2021 CIP 411621 Intelligence Officer Program.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$30,000 from the State of New Hampshire Department of Safety for the implementation of the Intelligence Liaison Officer Program;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411621 Intelligence Officer Program - \$30,000 STATE

Resolved, that this Resolution shall take effect upon its passage.

*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty One*

**A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Nine Hundred Eighty Four Dollars (\$41,984) for the FY 2021 CIP 411721 NH Highway Safety Grant.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$41,984 from the State of New Hampshire Department of Safety for the implementation of the Highway Safety Grant program;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411721 NH Highway Safety Grant - \$41,984 STATE

Resolved, that this Resolution shall take effect upon its passage.

# *City of Manchester* *New Hampshire*

*In the year Two Thousand and Twenty One*

## **A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty Four Thousand Three Hundred Twenty Nine Dollars (\$84,329) for the FY 2021 CIP 411821 Project Safe Neighborhood CopLink Grant.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$84,329 from the State of New Hampshire Department of Safety for the implementation of neighborhood policing programming;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411821 Project Safe Neighborhood CopLink Grant - \$84,329 STATE

Resolved, that this Resolution shall take effect upon its passage.

*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty*

**A RESOLUTION**

“Amending the FY 2017 & 2021 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of One Thousand Six Hundred Eighty One Dollars and Sixty Cents (\$1,681.60) for the FY 2021 CIP 710021 Annual ROW Roadway Rehab.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the FY 2017 & 2021 CIP as contained in the FY 2017 & 2021 CIP budget; and

WHEREAS, the 2017 & 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Public Works - Highway administered projects;

NOW, THEREFORE, be it resolved that the FY 2017 & 2021 CIP be amended as follows:

**By decreasing:**

FY 2017 CIP 714517 Elm Street Repaving Project - \$1,681.60 Other

**By increasing:**

FY 2021 CIP 710021 Annual ROW Roadway Rehab - \$1,681.60 Other

Resolved, that this Resolution shall take effect upon its passage

# *City of Manchester New Hampshire*

*In the year Two Thousand and Twenty*

## **A RESOLUTION**

“Amending the FY 2017 & 2021 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of Twelve Thousand Two Hundred Twenty Nine Dollars and Twenty Six Cents (\$12,229.26) for the FY 2021 CIP 712521 Infrastructure ADA Access.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the FY 2017 & 2021 CIP as contained in the FY 2017 & 2021 CIP budget; and

WHEREAS, the 2017 & 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Public Works - Highway administered projects;

NOW, THEREFORE, be it resolved that the FY 2017 & 2021 CIP be amended as follows:

**By decreasing:**

FY 2017 CIP 710417 School Sidewalk Program - \$12,229.26 CDBG

**By increasing:**

FY 2021 CIP 712521 Infrastructure ADA Access - \$12,229.26 CDBG

Resolved, that this Resolution shall take effect upon its passage



# CITY OF MANCHESTER

## PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management  
Building Regulations  
Code Enforcement Division  
Community Improvement Program  
Zoning Board of Adjustment

Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq.  
Deputy Director Building Regulations

January 13, 2021

Board of Mayor and Aldermen  
One City Hall Plaza  
Manchester, New Hampshire 03101

### **Re: 2021 Expanded Seating on Elm Street**

Dear Honorable Board Members:

In response to the 'Governor's 'Stay at Home Order 2.0,' on July 7, 2020, the Board of Mayor and Alderman voted to temporarily expand outdoor dining areas for downtown businesses. Parking spaces and sidewalks were designated and reserved for safe outdoor dining service from July through November of 2020.

As the new year begins, and even as a vaccine for COVID-19 is being rolled out, the reality is that the difficulties caused by the pandemic may linger for months. In response to this situation, conversations including the Mayor's office, Alderman Long, the Parking Division of the Finance Department, the City Clerk's Office, the Highway Department, Intown Manchester, and the Manchester Chamber of Commerce have been held to assist in defining a possible response.

For the reasons stated, City staff requests that the Board consider approving a second year of expanded sidewalk and street seating at no cost to the businesses for the use of the parking spaces (businesses are expected to pay their yearly encumbrance fees). Feedback received from the restaurants availing themselves of this program has been quite positive. The additional capacity gained from outdoor dining options has allowed for increases in business volume while maintaining proper social distancing practices. Continuation of this program will demonstrate that the City is attempting to be part of the solution to support our locally owned small businesses and to help them survive during these difficult times. Staff suggests that the 2021 program be reinstated effective March 15 through November 7, 2021, weather permitting.

As always, it will fall to City staff to ensure pedestrian traffic will be safely accommodated and ADA requirements met. It's estimated that approximately 20 of the 120 parking spaces on Elm Street (between Bridge and Merrimack) would be blocked off with jersey barriers for outdoor seating - again, only in front of those businesses who request it. This number could be slightly higher or lower.

While parking availability is always a concern, the proposed option provides an opportunity for those businesses who want to expand outdoor seating to do so while also maintaining parking options for visitors to the downtown. In the wake of COVID-19, the City of Manchester has seen a decrease in requested parking passes as many businesses have moved to remote working arrangements, resulting in an increase in parking availability downtown. The City would typically generate approximately \$65/space/week in parking revenue. If 20 spaces are used for dining for 34 weeks between March 15 and November 7, the estimated lost revenue could be as high as \$44,200, but would significantly benefit our downtown restaurants during this difficult time.



With additional time for planning, City staff will be able to ensure the proposed street seating areas meet beatification standards, utilizing local artists to provide an attractive and cohesive appearance of the barriers and seating areas. The City will also be pursuing a street seating parklet pilot program for businesses interested in enhancing the parking spaces to further add to our vibrant downtown community. Attached are examples of street seating parklets constructed in other communities.

The proposed timeline of the 2021 expanded outdoor seating on Elm Street, contingent upon BMA approval, is as follows:

- Tuesday, January 19: Referral to the Public Safety, Health & Traffic Committee;
- Tuesday, February 2: Committee approval;
- Tuesday, February 16: Final BMA approval;
- Wednesday, February 16 – April 30: Businesses provide required information to the Clerk's Office (layout, number of parking spaces, etc.);
- Mid-March: Highway Department installs jersey barriers; and
- November: Highway Department picks up jersey barriers.

The goal is to help build a stronger downtown business climate and economy as restaurants deal with the effects of the pandemic on their businesses. Attached are testimonials and a rendering of how the layouts could look. City staff will be available during the meeting to answer questions from the Board.

Sincerely,



Jodie Nazaka, AICP  
Senior Planner

## **Business Testimonials Received December 2020**

*“Grateful for the expansion, and we were able to create an additional 30 seats outside. [...] I’ve heard from patrons and certainly us as a business would love to see this approach again next year [...]”*

### **- The Republic of Campo**

*“Expanded seating helped offset lost revenues tremendously in the early months. [...] The expanded seat gave a great vibe to the downtown area that I’ve never seen before and brought out a lot of local talent.”*

*“Pros: Being outside in the warm weather, less of a chance contracting Covid, Expanded our operational real estate, Creative, Gave downtown a new life.”*

### **- The Bookery**

*“Expanded seating helped offset lost revenues in the warmer months, and the expanded outdoor seating was key for us.”*

*Pros: Increased “capacity” makes the City and our business look inviting and innovative. It makes the City look good.”*

### **- Café la Reine**

# FUTURE STREET SEATING PARKLET PROGRAM – STRUCTURES

Examples from  
New England/Northeast





**BOSTON, MA**





**BOSTON, MA**





**BURLINGTON, VT**





**MONTPELIER, VT**





**NORTH ADAMS, MA**



## PORTLAND, ME











**SYRACUSE, NY**

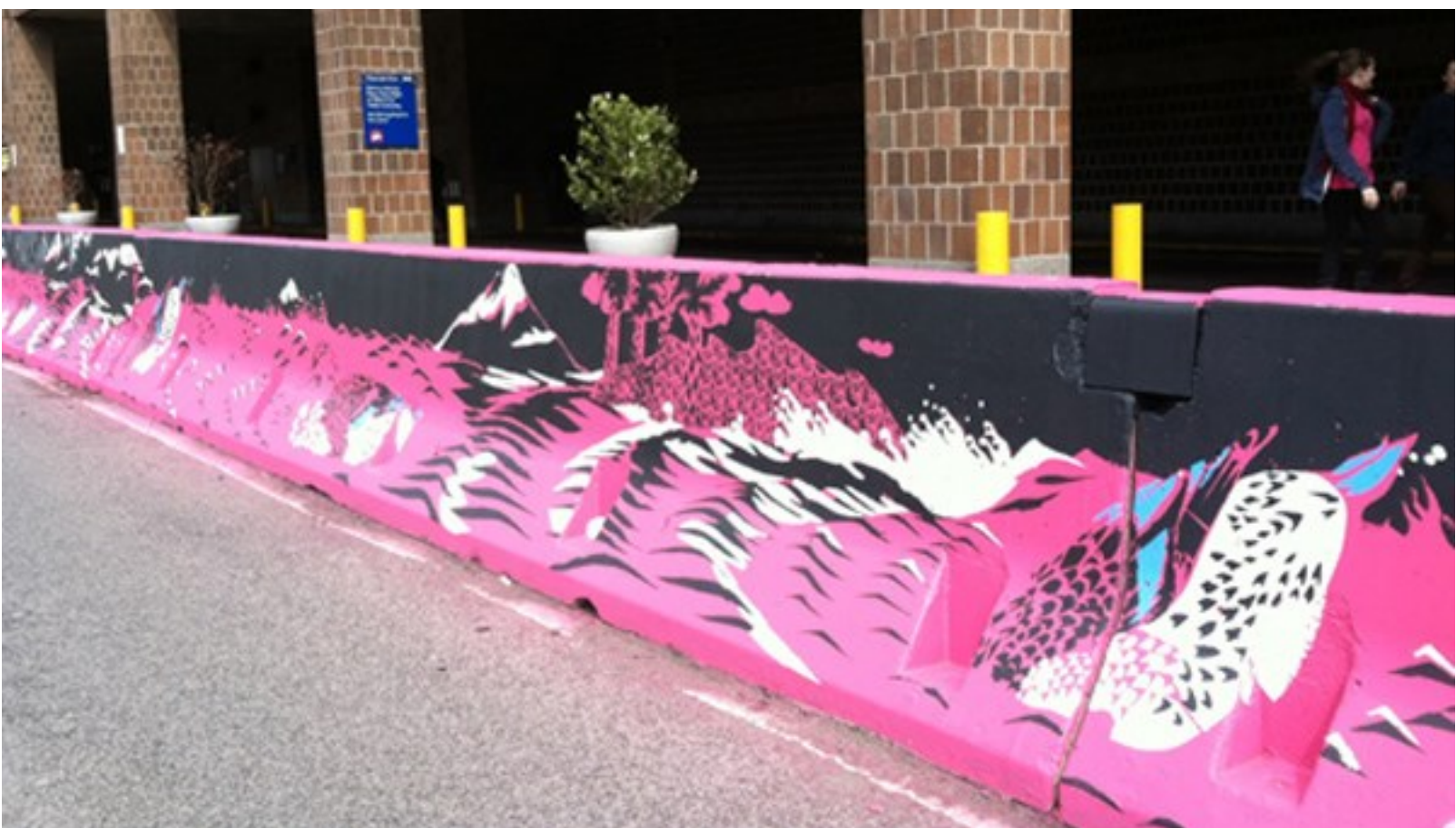
















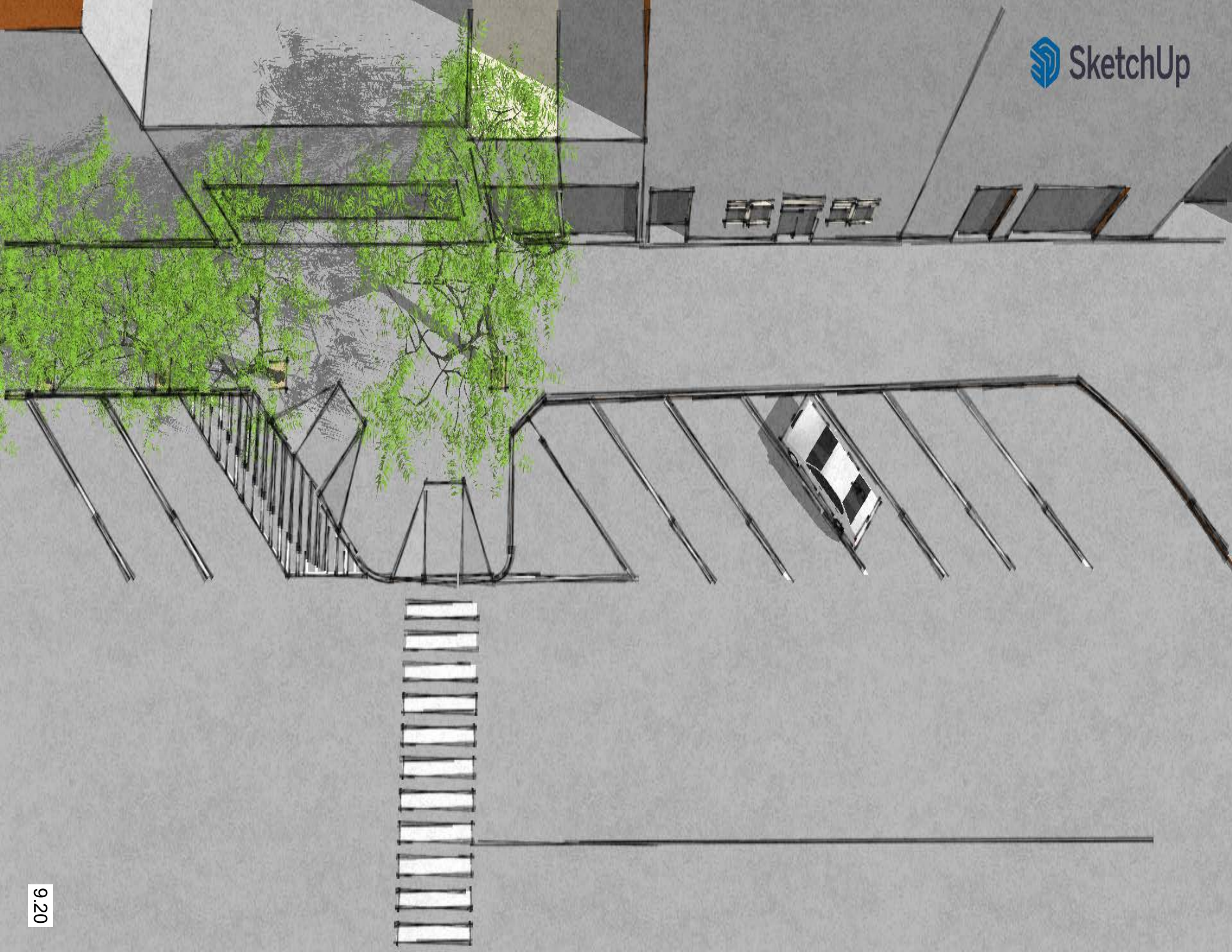




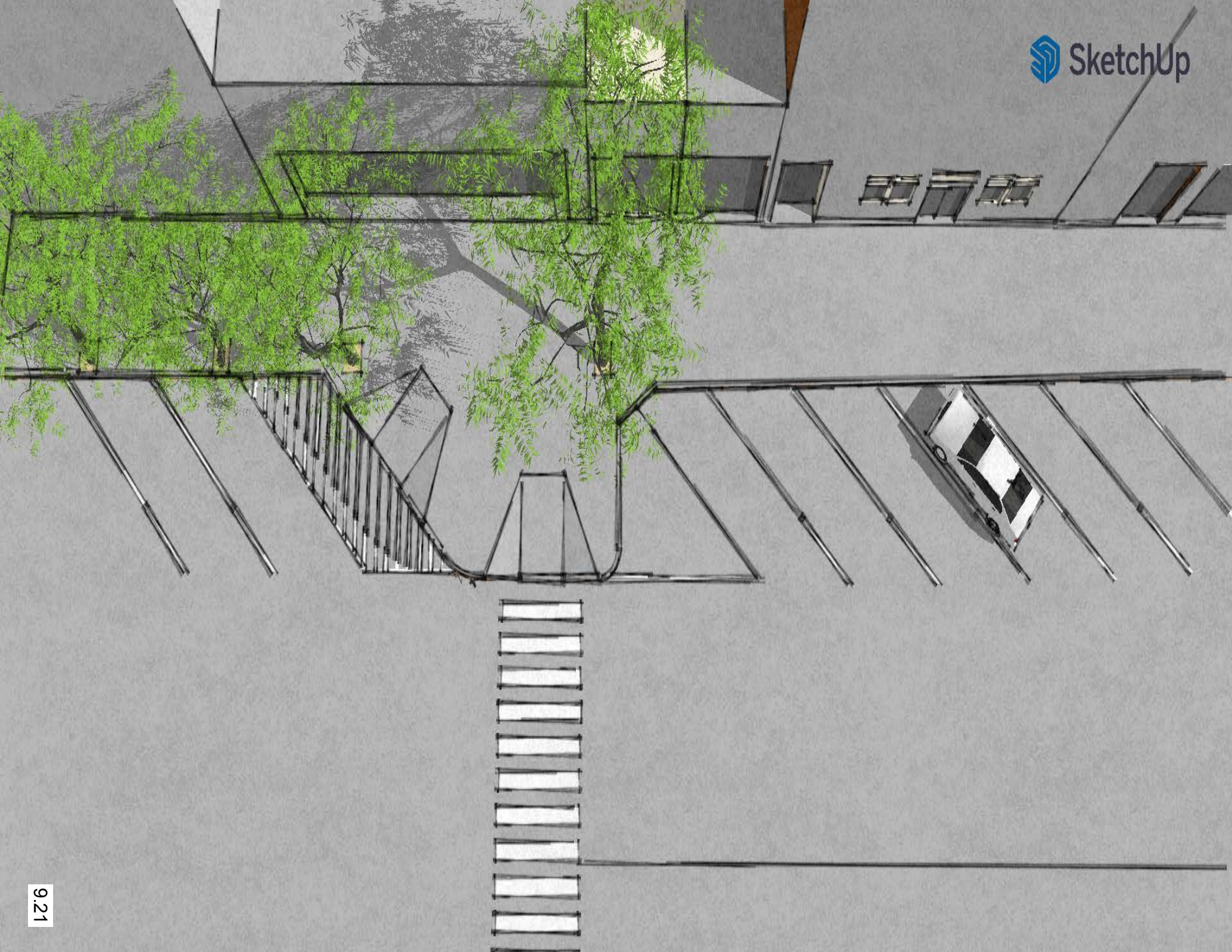




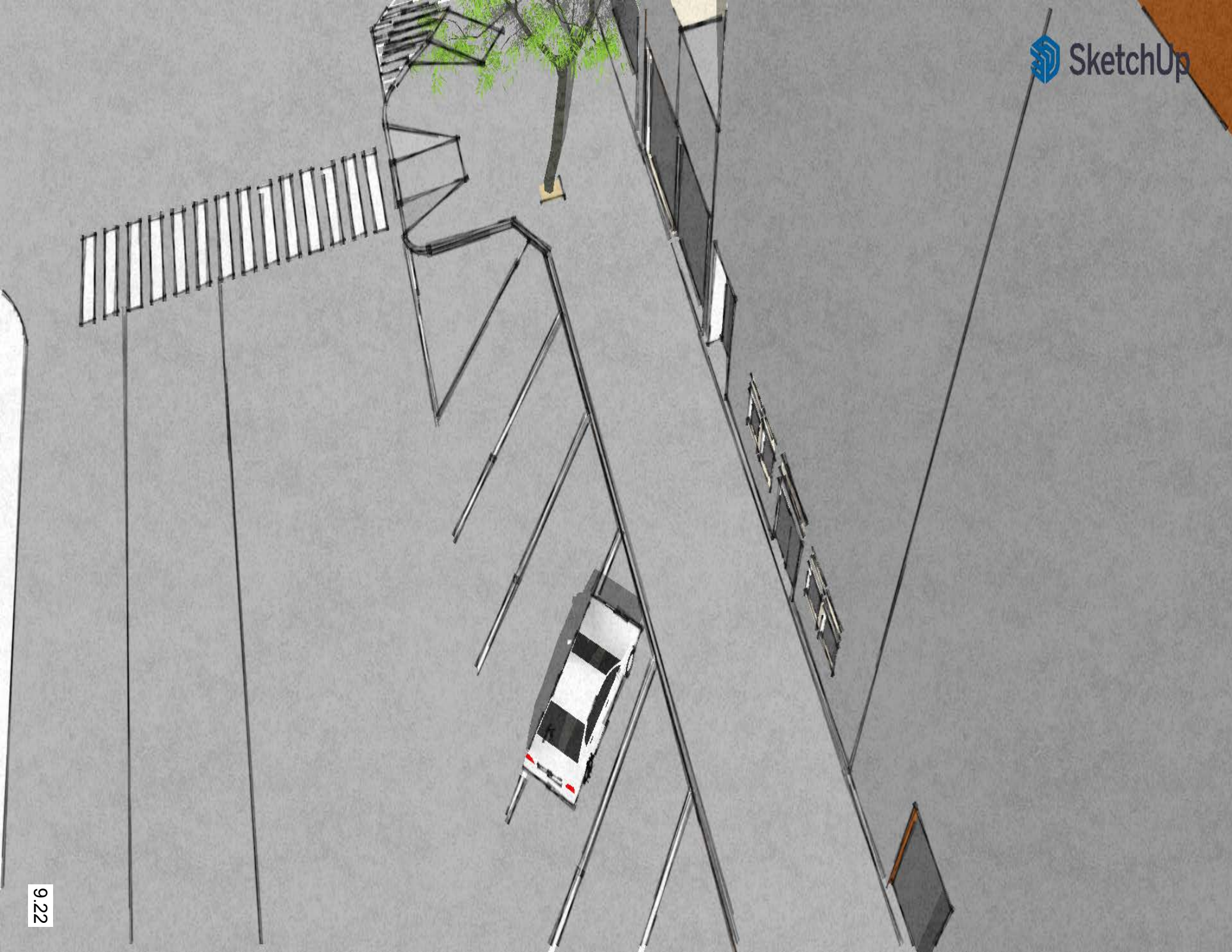
































## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$30,000 for CIP 411621 Intelligence Officer Program be approved.

*(Unanimous vote with the exception of Alderman Porter who was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee



*Chief of Police*  
Allen D. Aldenberg  
*Assistant Chief*  
Steven A. Mangone



*Commission*  
Scott R. Spradling, *Chairman*  
Charlie Sherman  
Manny Content  
Eva Castillo  
John G. Cronin

**CITY OF MANCHESTER**  
*Police Department*

December 21, 2020

To: Alderman Cavanaugh, Chairman, CIP Committee  
From: Steve Hoeft, BSO

Re: Intelligence Liaison Officer Program

Attached is a State of New Hampshire, Department of Safety Grant Award for an amount of \$30,000.00 for the Intelligence Liaison Officer Program. This is the same program as 410820.

This agreement is for 12/1/2020 to 8/31/2023.

The funds breakdown is as follows:

Salary	-	\$28,500
Benefits	-	\$1,500

Sincerely,

Steven L. Hoeft  
Business Service Officer

Michael L. Briggs Public Safety Building  
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941  
E-mail: [ManchesterPD@manchesternh.gov](mailto:ManchesterPD@manchesternh.gov) • Website: [www.manchesterpd.com](http://www.manchesterpd.com)

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



**CIP BUDGET AUTHORIZATION**

CIP#: 411621

Project Year: 2021

CIP Resolution: 6/9/2020

Title: Intelligence Liaison Office Program

Amending Resolution: 1/19/2021

Administering Department: Police Department

Revision:

Project Description:

The Intelligence Liaison Officer (ILO) will serve as primary conduits for gathering relevant unevaluated information concerning homeland security threats, such as terrorism, as well as other specified precursor crimes. ILO's will also serve as the primary means to disseminate finished intelligence, criminal bulletins, indications and warnings, and other products from the Department of Homeland Security (DHS), the Federal Bureau of Investigation (FBI), and other state and local agencies to include the Manchester Police Department.

**Federal Grants**

Federal Grant:

No

**Environmental**

Review Required:

No

Grant Executed:

Completed:

**Critical Events**

1.	Project Initiation	12/1/2020
2.	Project Completion	8/31/2023
3.		
4.		
5.		
		8/31/2023

**Line Item Budget**

	STATE			TOTAL
Salaries and Wages	\$28,500.00	\$0.00	\$0.00	\$28,500.00
Fringes	\$1,500.00	\$0.00	\$0.00	\$1,500.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$30,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30,000.00</b>

**Revisions:**


**Comments**

Source of Funds: NH Department of Safety.

*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty One*

**A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Thousand Dollars (\$30,000) for the FY 2021 CIP 411621 Intelligence Officer Program.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$30,000 from the State of New Hampshire Department of Safety for the implementation of the Intelligence Liaison Officer Program;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411621 Intelligence Officer Program - \$30,000 STATE

Resolved, that this Resolution shall take effect upon its passage.

## SPECIAL CONDITIONS – FFY 2020

SUBGRANTEE: Manchester Police Dept

GRANT AWARD AMOUNT: \$30,000.00

GRANT TITLE: ILO Program

GRANT AWARD DATE: 12/5/2020

GRANT PROGRAM: LETPA

CFDA#: 97.067

DHS Grant Award Number: Grant Award: EMW-2020-SS-00045

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (30) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2023** \*or at the point the funds allocated by this grant are exhausted at which point DOS-GMU will close the grant officially. Accordingly per DHS/FEMA- Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

**BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.**

\* \* \* \* \*

1. Please note the following special conditions for your grant award:

a. Indicate which of the following is true regarding the project funded with these Homeland Security dollars **by circling the correct selection (circle only one).**

- ☒ i. Sustaining or maintaining a capability acquired with federal homeland security funding;
- ii. Sustaining or maintaining a capability acquired without federal homeland security funding; or
- iii. Developing or acquiring a new core capability.

b. Per 2020 Grant Guidance, please provide your DUNS number here: **604 507 046**

c. **All recipients are required to complete the 2020 Nationwide Cybersecurity Review (NCSR) prior to December 31, 2020.** The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for your organization should complete the NCSR. If there is not CIO, or CISO, the most senior cybersecurity professional should complete the NCSR. Registration is required at <https://www.cisecurity.org/ms-isac/services/ncsr/> and once credentials are received the NCSR must be completed at <https://gcr.archer.rsa.com> using Instance Number 20244. Please reference the user guide for more information on step-by-step instructions for logging in and completing the assessment. The user guide can be found at the following location: <https://www.cisecurity.org/wp-content/uploads/2020/07/NCSR-General-User-Guide-2020-0721-1.pdf> Please forward a certificate of completion for your organization to the GMU office when completed in order to clear this special condition. \*\*See attachment for instructions

d. Per 2 CFR 208 and Subpart D, the organization must submit its most recent audit to be subject to a risk assessment testing for fiscal practices and capabilities. This must be submitted within 15 days of the date of this award and may necessitate the addition of more special conditions to this award accordance with the results of the standard risk assessment review. This grant is not VALID until the risk assessment is completed successfully.

2. **Project Implementation:** The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, NO work can begin until EHP/NEPA approvals are granted. DOS-GMU will advise sub-recipient of the approval once received. DOS-GMU reserves the right to verify project start date. All projects must be completed at least 30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.

3. All sub-grantees must comply with the Grant Terms and Conditions included with this award.



4. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2020 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.
5. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System\* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness>.
6. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. [http://www.dhs.gov/xlibrary/assets/NRP\\_Brochure.pdf](http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf)
7. Recurring costs/fees are not allowable for funding under the 2020 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.

  
Signature of Authorized Official

  
Signature of Program Manager/Contact

  
Date

  
Date



## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$41,984 for CIP 411721 NH Highway Safety Grant be approved.

*(Unanimous vote with the exception of Alderman Porter who was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee

*Chief of Police*  
Allen D. Aldenberg  
*Assistant Chief*  
Steven A. Mangone



*Commission*  
Scott R. Spradling, *Chairman*  
Charlie Sherman  
Manny Content  
Eva Castillo  
John G. Cronin

**CITY OF MANCHESTER**  
*Police Department*

December 22, 2020

To: Alderman Cavanaugh, Chairman, CIP Committee  
From: Steve Hoeft, BSO

Re: Highway Safety Grant

Attached is the NH Highway Safety Project Grant Award in the amount of \$41,984.00.

The dates for this grant are 12/1/2020 to 9/30/2021.

The funds breakdown is as follows:

Overtime	-	\$32,100.00
Fringes	-	\$ 9,884.00

Please review and process this project for approval.

Sincerely,

Steven L. Hoeft  
Business Service Officer

Michael L. Briggs Public Safety Building  
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941  
E-mail: [ManchesterPD@manchesternh.gov](mailto:ManchesterPD@manchesternh.gov) • Website: [www.manchesterpd.com](http://www.manchesterpd.com)

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



**CIP BUDGET AUTHORIZATION**

CIP#: 411721

Project Year: 2021

CIP Resolution: 6/9/2020

Title: Highway Safety Grant

Amending Resolution: 1/19/2021

Administering Department: Police Department

Revision:

Project Description: NH Highway Safety funding to hire officers in an off-duty basis to work directed traffic laws enforcement.

**Federal Grants**

Federal Grant: No

**Environmental**

Review Required: No

Grant Executed:

Completed:

**Critical Events**

1.	Program Initiation	12/1/2020
2.	Program Completion	9/30/2021
3.		
4.		
5.		
		9/30/2021

**Line Item Budget**

	STATE			TOTAL
Salaries and Wages	\$32,100.00	\$0.00	\$0.00	\$32,100.00
Fringes	\$9,884.00	\$0.00	\$0.00	\$9,884.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$41,984.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$41,984.00</b>

**Revisions:**


**Comments**

Funds received from NH Highway Safety. Program initiation and completion dates determined by the grantor.

*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty One*

**A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Nine Hundred Eighty Four Dollars (\$41,984) for the FY 2021 CIP 411721 NH Highway Safety Grant.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$41,984 from the State of New Hampshire Department of Safety for the implementation of the Highway Safety Grant program;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411721 NH Highway Safety Grant - \$41,984 STATE

Resolved, that this Resolution shall take effect upon its passage.

# OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT FFY2021

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:




## GENERAL PROVISIONS

Grant Agreement Title: Manchester Highway Safety Grant FY21

Grant Agreement #: 21- 113

**RECEIVED**  
NOV 16 2020  
OFFICE OF  
HIGHWAY SAFETY

### 1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name Manchester Police Department Chief of Police Name: Allen Aldenberg Grant Contact Name: Chris Goodnow		1.4. Subrecipient Address 405 Valley Street Manchester, NH 03103 Chief of Police email: aaldenbe@manchesternh.gov Grant Contact's email: cgoodnow@manchesternh.gov	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) City Government)		1.4.2 DUNS # 604507046 UEI #	Exp Date: 09/24/2021 Exp Date:
1.5. Subrecipient Phone # 603-668-8711	1.6. Effective Date TBD	1.7. Completion Date September 30, 2021	1.8. Grant Limitation \$ 41,984.00 (Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))
1.9. Grant Officer for State Agency Kim Roberts		1.10. State Agency Telephone Number 603-271-2131	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Allen D. Aldenberg, Chief of Police	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Joyce Craig, Mayor	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 11/13/20 before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		1.13.2 Name & Title of Notary Public or Justice of the Peace Kristy M. Goodman, Notary Public	
1.14 State Agency Signature 1 X  Date: 11/16/2020		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: On: / /			



2. SCOPE OF WORK In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.

4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT

5.1. The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

5.3. In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, performed, who exercises any functions or responsibilities in the review or computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the

Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.

16. INDEMNIFICATION The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which Immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

#### 17. INSURANCE AND BOND

17.1. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

## SPECIAL PROVISIONS

### **U.S. Department of Transportation/NHTSA Grant Conditions:**

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- If the subrecipient is subject to a single-audit finding, they shall notify the NH Office of Highway Safety within 30 days. The subrecipient has six months to resolve any findings.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the Highway Safety Grant Management Manual found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

## GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
  - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
  - 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
  - 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSR.gov for each subgrant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - 80 percent or more of its annual gross revenues in Federal awards;
    - \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

## NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);



- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

**The State highway safety agency—**

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**The State will provide a drug-free workplace by:**

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace;
  - The grantee's policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs;
  - The penalties that may be imposed upon employees for drug violations occurring in the workplace;

5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**  
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(applies to subrecipients as well as States)  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct

communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**

**Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions***

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:



- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **Instructions for Lower Tier Participant Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**CASH MANAGEMENT**

Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305. Failure to adhere to these provisions may result in the termination of draw-down privileges.

**OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS**

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.

- o Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
  - o Entertainment costs are unallowable.
  - o Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
  - o Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
    - o 2 CFR 200 subpart E
  - **Indirect cost rate** (if any) are allowable for the Federal award (including if the de minimis rate is charged per 2 CFR § 200.414 - Indirect (Facilities and Administration) costs) (2 CFR § 200.331(a)(1)(xiii)); and An approved Federally-recognized indirect cost rate (if any) negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity (SHSO) and the subrecipient, or a 10 percent de minimis indirect cost rate as defined in 2 CFR § 200.414 - Indirect (F&A) costs, paragraph (b) (2 CFR § 200.331(a)(4).

### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small



Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

#### SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (A) In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- (B) The NH Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Signor's Printed Name: \_\_\_\_\_

Signor's Title: \_\_\_\_\_

EXHIBIT A

<b>FFY2021 OHS Grant Award</b>		
Project Titles	Federal Budget	Minimum Match Required
<b>SPEED ENFORCEMENT PATROLS</b> PSP & Task 21-02-04 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0	\$ 7,387.00	\$ 1,846.75
<b>DUI ENFORCEMENT</b> PSP & Task 21-07-04 FAST Act 402- CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0	\$ 19,391.00	\$ 4,847.75
<b>DISTRACTED DRIVING</b> PSP & Task 21-04-04 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0	\$ 8,906.00	\$ 2,226.50
<b>PEDESTRIAN BICYCLE</b> PSP & Task 21-06-04 FAST Act 405h - CFDA: 20.616 FAIN Number (Subaward): 69A3751830000405hNH0	\$ 2,900.00	\$ 725.00
<b>JOIN THE NH CLIQUE</b> PSP & Task 21-01-04 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0	\$ 850.00	\$ 212.50
<b>DRIVE SOBER OR GET PULLED OVER</b> PSP & Task 21-07-11 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0	\$ 1,700.00	\$ 425.00
<b>U DRIVE, U TEXT, U PAY</b> PSP & Task 21-04-11 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0	\$ 850.00	\$ 212.50
<b>E-CRASH EQUIPMENT (MDT)</b> PSP & Task 21-03-06 FAST Act 405c FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0, 69A3752130000405cNH0 CFDA: 20.616	\$ 0.00	\$ 0.00
<b>E-CRASH EQUIPMENT (Printers/Scanners/Receivers)</b> PSP&Task 21-03-06 FAST Act 405c FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0, 69A3752130000405cNH0 CFDA: 20.616	\$ 0.00	\$ 0.00
<b>Total</b> Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).	\$ 41,984.00	\$ 10,496.00

<b>Awarding Agency:</b> Office of Highway Safety (OHS)		
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142		
<b>Is This a Research and Development Project:</b> YES	<input type="checkbox"/>	NO <input type="checkbox"/>

EXHIBIT B  
GRANT REQUIREMENTS AND INFORMATION

- Officers funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
- Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the enforcement patrols. Part-time officers will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.



### Reimbursement Schedule and Required Paperwork

- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
  1. **January 15<sup>th</sup>** for October-December (Quarter 1)
  2. **April 15<sup>th</sup>** for January-March (Quarter 2)
  3. **July 15<sup>th</sup>** for April-June (Quarter 3)
  4. **October 15<sup>th</sup>** for July-September (Quarter 4)
- Over-Time enforcement patrol reimbursements shall include the following:
  1. Reimbursement Request Cover Letter (HS-1);
  2. Overtime Payroll Reimbursement Form (HS-20) for each project;
  3. Match Tracking Form (HS-22) for each project;
  4. Quarterly Summary Report (HS-100 QSR) for each project;
  5. Patrol Activity Reports (HS-200) for each project; and
  6. Final Report HS-7b to be submitted with final reimbursement
- Equipment reimbursements shall include the following:
  1. Reimbursement Request Cover Letter (HS-1). Note: if submitting equipment reimbursement along with overtime enforcement patrol reimbursements only one (1) Reimbursement Request Cover Letter (HS-1) shall be submitted.
  2. Copy of the detailed equipment invoice;
  3. Match Tracking Form (HS-22);
  4. Copy of Cancelled Check; and
  5. Final Equipment Report (HS-8E)
- If no enforcement patrols took place during the quarter you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.
- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.
- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

11-13-20

Signors Printed Name: \_\_\_\_\_

Allen D. Aldenberg

Signors Title: \_\_\_\_\_

Chief of Police

EXHIBIT B

## Scope of Work

### SPEED ENFORCEMENT

Over a five-year period, 2015 to 2019 speed is the third leading primary cause of crashes in New Hampshire. In order to have the greatest impact police departments should utilize Speed funding to enforce speed limits within your community. Local data should be used to identify the time of day, day of the week as well as location that speed crashes and violations are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- The locations as well as time and days of the Speed overtime patrols shall support the problem statement identified in your grant application.
- Speed enforcement patrols should be no more than 4-hours in duration.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour.
- Departments must keep on file, under this grant program; copies of arrests, summonses, warnings, documented stops/contacts, officers' time and attendance, and all other pertinent information related to the grant. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, bicyclists, and/or pedestrians, during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be available during a review or site monitoring visit.
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time.

Grantee Initials: PD  
Date: 11-12-20

Grantee Initials: JC  
Date: 11-13-20

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

## Scope of Work

### Impaired Driving Enforcement (DUI)

Emphasis of DUI enforcement patrols should be those locations where there is a higher incidence of DUI related crashes and arrests. For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the impaired driving overtime patrols shall support the problem statement identified in your grant application.
- DUI Enforcement patrols, including DUI Saturation patrols, should be no more than 4-hours in duration.
- With **written**, pre-approval, from the Office of Highway Safety, departments may conduct 6-hour Sobriety Check Points and/or saturation patrols.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour.
- Departments must keep on file, under this grant program; copies of arrests, summonses, warnings, documented stops/contacts, officers' time and attendance, and all other pertinent information related to the grant. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, bicyclists, and/or pedestrians, during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be available during a review or site monitoring visit.
- To maximize grant funding, patrols must consist of **one granted-funded officer per cruiser**; however, multiple cruisers may be out at one time

Grantee Initials: JDDate: 11-12-20Grantee Initials: gcDate: 11/13/20

Grantee Initials: \_\_\_\_\_

Date: \_\_\_\_\_



## Scope of Work

### Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing New Hampshire's Hands Free Electronic Device Law as well as other activities that occur behind the wheel that cause the driver to be distracted. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving enforcement patrols should be no more than 4-hours in duration.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour. **Note:** When conducting distracted driving patrols using a spotter technique (one officer in a cruiser and one officer outside the cruiser), 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).
- Departments must keep on file, under this grant program; copies of arrests, summonses, warnings, documented stops/contacts, officers' time and attendance, and all other pertinent information related to the grant. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, bicyclists, and/or pedestrians, during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be available during a review or site monitoring visit.
- To maximize grant funding, patrols must consist of **one granted-funded officer per cruiser**; however, multiple cruisers may be out at one time. **Exception:** Two officers per cruiser when utilizing a spotter (one officer in a cruiser and one officer outside the cruiser), is allowed when a department is conducting strategic Distracted Driving patrols.

Grantee Initials: [Signature]  
Date: 11-13-20

Grantee Initials: [Signature]  
Date: 11/13/20

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT B

## Scope of Work

### Pedestrian & Bicycle Enforcement

Law enforcement agencies conducting Pedestrian/Bicycle enforcement patrols shall conduct these patrols aimed at enforcing the state's pedestrian/bicycle laws; however, adherence to all traffic laws shall be enforced. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- Prior to officers conducting Pedestrian & Bicycle Enforcement patrols they will be **required to complete an Online training course**: "Pedestrian and Bicycle Laws 2019", sponsored by Police Standards and Training. A certificate of completion verifying that the officers participating in the Ped/Bike patrols shall be submitted with the grant reimbursement request (only one certificate per officer is needed for the duration of the grant). **Note**: Officer's patrol time will not be paid for, if this online training was not completed **prior** to the patrol.
- Pedestrian Bicycle enforcement patrols should be no more than **4-hours** in duration.
- To have the greatest impact, law enforcement agencies shall conduct these patrols at locations and during those times (i.e. summer months, evenings, downtown locations, commuting times, etc.) that their local crash data indicates there is an increased risk for this unsafe behavior.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by **written or electronic records** maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why the officer was not able to fulfill three documented stops per hour. **Note**: When conducting Pedestrian Bicycle patrols using a spotter technique, 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).
- To maximize grant funding, patrols must consist of **one granted-funded officer**; however, multiple officers may be out at one time. **Exception**: Two officers per shift when (one officer is being utilizing as a spotter), is allowed when a department is conducting strategic Pedestrian & Bicycle enforcement patrols.

Grantee Initials: [Signature]

Date: 11-19-20

Grantee Initials: GC

Date: 11/13/20

Grantee Initials: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT B

## Scope of Work

### High Visibility Mobilizations

**NOTE:** Please e-mail your Field Representative, in advance, if a mobilization effort will not be conducted.

The Office of Highway Safety has awarded your agency \$850.00 for each of the **four** Mobilizations listed below.

Please note that you will be **required to conduct one, 3-4-hour enforcement patrol, on the kickoff day of each mobilization**. After you have completed the required 4-hour patrol on the kickoff day, any remaining balance should be used for additional enforcement patrols for that specific mobilization period.

**Please Note:** Unspent funds cannot be transferred to other mobilizations.

\*\*\*\*\*

**Join the NH Clique Enforcement Patrols:** The purpose is to enforce the Child Restraint Law for anyone under 18 years of age as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts. Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent. **Prior** to officers conducting "Join the NH Clique Patrols", they must complete the Online training course; "Occupant Protection/Child Passenger", sponsored by Police Standards and Training. A certificate of completion, by the officer conducting the patrol, must be submitted with the grant reimbursement request. **Note:** Officer's patrol time will not be paid for, if this online training was not completed **prior to the patrol**.

- **Required Dates:**

- One 3-4 hour patrol conducted on kickoff day **Monday, May 17, 2021**.
- The remaining patrol hours shall be conducted between **Tuesday, May 18, 2021 - Sunday June 6, 2021- 3<sup>rd</sup> Quarter**

\*\*\*\*\*

**Drive Sober or Get Pulled Over:** These **two** mobilizations will focus on the apprehension of the impaired driver. Locations for patrols should be where the greatest likelihood of finding an impaired driver exists.

- **Required Dates of the first mobilization:**

- One 3-4 hour patrol conducted on kickoff day **Friday, December 18, 2020**
- The remaining patrol hours shall be conducted between **Saturday, December 19, 2020 - Friday, January 1, 2021- 1<sup>st</sup> Quarter**

- **Required Dates of the second mobilization:**

- One 3-4 hour patrol conducted on kickoff day **Friday, August 20, 2021**
- The remaining patrol hours shall be conducted between **Saturday, August 21, 2021 - Monday, September 6, 2021- 4<sup>th</sup> Quarter**

\*\*\*\*\*

**U Drive, U Text, U Pay:** This grant focuses on stopping drivers who are distracted including New Hampshire's Hands Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.

- **Required Dates:**

- One 3-4 hour patrol conducted on kickoff day **Monday, April 5, 2021**
- The remaining patrol hours shall be conducted between **Tuesday, April 6, 2021 - Monday, April 12, 2021- 3<sup>rd</sup> Quarter**

Grantee Initials: [Signature]  
Date: 11-13-20

Grantee Initials: [Signature]  
Date: 11/13/20

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$84,329 for CIP 411821 Project Safe Neighborhood CopLink Grant be approved.

*(Unanimous vote with the exception of Alderman Porter who was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee

*Chief of Police*  
Allen D. Aldenberg  
*Assistant Chief*  
Steven A. Mangone



*Commission*  
Scott R. Spradling, *Chairman*  
Charlie Sherman  
Manny Content  
Eva Castillo  
John G. Cronin

**CITY OF MANCHESTER**  
*Police Department*

December 23, 2020

To: Alderman Cavanaugh, Chairman, CIP Committee  
From: Steve Hoeft, BSO

Re: Project Safe Neighborhood CopLink Grant

Attached is the State of New Hampshire, Department of Justice Grant Award for \$84,329.00 for the Project Safe Neighborhood CopLink Program.

This agreement is for 1/1/2021 to 9/30/2023.

The funds breakdown is as follows:

Other - \$84,329.00

Please process this as a project revision for approval.

Sincerely,

Steven L. Hoeft  
Business Service Officer

Michael L. Briggs Public Safety Building  
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941  
E-mail: [ManchesterPD@manchesternh.gov](mailto:ManchesterPD@manchesternh.gov) • Website: [www.manchesterpd.com](http://www.manchesterpd.com)

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



**CIP BUDGET AUTHORIZATION**

CIP#: 411821

Project Year: 2021

CIP Resolution: 6/9/2021

Title: Project Safe Neighborhood CopLink Grant

Amending Resolution: 1/19/2021

Administering Department: Police Department

Revision:

Project Description: The program will concentrate on providing juvenile gun violence supervisions through a partnership with Probation and Parole Officers.

**Federal Grants**

Federal Grant: No

**Environmental**

Review Required: No

Grant Executed:

Completed:

**Critical Events**

1.	Program Initiation	1/1/2021
2.	Program Completion	9/30/2023
3.		
4.		
5.		
		9/30/2023

**Line Item Budget**

				TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$84,329.00	\$0.00	\$0.00	\$84,329.00
<b>TOTAL</b>	<b>\$84,329.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$84,329.00</b>

**Revisions:**


**Comments**

Funds received from NH Highway Safety. Program initiation and completion dates determined by the grantor.

# *City of Manchester* *New Hampshire*

*In the year Two Thousand and Twenty One*

## **A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty Four Thousand Three Hundred Twenty Nine Dollars (\$84,329) for the FY 2021 CIP 411821 Project Safe Neighborhood CopLink Grant.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$84,329 from the State of New Hampshire Department of Safety for the implementation of neighborhood policing programming;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411821 Project Safe Neighborhood CopLink Grant - \$84,329 STATE

Resolved, that this Resolution shall take effect upon its passage.



## GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

1.1. State Agency Name		1.2. State Agency Address	
1.3. Subrecipient Name		1.4. Subrecipient Address	
1.5 Subrecipient Phone #	1.6. Account Number	1.7. Completion Date	1.8. Grant Limitation \$
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)  By: _____ Assistant Attorney General, On: ____ / ____ / ____			
1.17. Approval by Governor and Council (if applicable)  By: _____ On: ____ / ____ / ____			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
  - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
  - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
  - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
  - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
  - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
    - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
  - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
    - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
    - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
    - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
  - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
  - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
  - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
  - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the transfer and expenditure of funds in the amount of \$12,229.26 from CIP 710417 School Sidewalk Program to CIP 712521 Infrastructure ADA Access be approved.

*(Unanimous vote with the exception of Alderman Porter who was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee



*Kevin A. Sheppard, P.E.*  
*Public Works Director*

*Timothy J. Clougherty*  
*Deputy Public Works Director*



*Commission*  
*Toni Pappas*  
*Patrick Robinson*  
*James Burkush*  
*Trixie Vazquez*  
*Armand Forest*

**CITY OF MANCHESTER**  
*Department of Public Works*

December 23, 2020

Board of Mayor and Alderman  
c/o CITY CLERKS OFFICE  
One City Hall Plaza  
Manchester, New Hampshire 03103

Attention: Alderman Kevin Cavanaugh  
Chairman, CIP Committee

Subject: CIP Project #712521 – Infrastructure ADA Access

Dear Alderman Cavanaugh:

The Department of Public Works (DPW) respectfully requests that the balance of funds in the following project be transferred into CIP #712521 to support sidewalk improvements at curb ramps:

CIP #710417 – School Sidewalk Program (\$12,229.26 balance)

Consolidation of these CIP projects will improve record keeping for a continuation on the sidewalk program and is consistent with the original intent to advance pedestrian infrastructure within the City. Revised Budget Authorizations are attached for both CIP projects to recognize the transfer of funds. A DPW representative will be available for discussion at the January Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me at this office.

Very truly yours,

Todd D. Connors, P.E.  
Highway Chief Engineer

cc/Kevin A. Sheppard, P.E.

### CIP BUDGET AUTHORIZATION

CIP#: <input type="text" value="710417"/>	Project Year: <input type="text" value="2017"/>	CIP Resolution: <input type="text" value="5/17/2016"/>
Title: <input type="text" value="School Sidewalk Program"/>	Amending Resolution: <input type="text" value="1/19/2021"/>	
Administering Department <input type="text" value="Public Works-Highway"/>	Revision: <input type="text" value="#1 - Close"/>	

Project Description:

<b>Federal Grants</b>	Federal Grant: <input type="text" value="Yes"/>	<b>Environmental</b>	Review Required: <input type="text" value="Yes"/>
	Grant Executed: <input type="text"/>		Completed: <input type="text" value="Yes"/>

#### Critical Events

1.	<input type="text" value="Project Initiation"/>	<input type="text" value="7/1/2016"/>
2.	<input type="text" value="Project Completion"/>	<input type="text" value="6/30/2020"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text" value="6/30/2020"/>

#### Line Item Budget

	CDBG			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$52,770.74	\$0.00	\$0.00	\$52,770.74
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$52,770.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$52,770.74</b>

**Revisions:**

**Comments**

**CIP BUDGET AUTHORIZATION**

CIP#: 712521

Project Year: 2021

CIP Resolution: 6/9/2020

Title: Infrastructure ADA Access

Amending Resolution: 1/19/2021

Administering Department Public Works-Highway

Revision: #1

Project Description: Construct pedestrian ramps and other access improvements in identified areas of the City in order to address accessibility issues on City sidewalks and walkways. Streets selected for this program are generally located within the Neighborhood Revitalization Strategy Area and will improve pedestrian access within low-moderate income areas.

**Federal Grants**

Federal Grant: Yes

**Environmental**

Review Required: Yes

Grant Executed:

Completed: Complete

**Critical Events**

1.	Project Initiation	7/01/2020
2.	Project Completion	6/30/2021
3.		
4.		
5.		
		6/30/2021

**Line Item Budget**

	CDBG			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$62,229.26	\$0.00	\$0.00	\$62,229.26
<b>TOTAL</b>	<b>\$62,229.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$62,229.26</b>

**Revisions:**

Revision #1 - \$12,229.26 transferred from CIP #710417 increasing budget from \$50,000 to \$62,229.26.

**Comments**

Authorization of Entitlement funds is contingent upon HUD grant execution.

# *City of Manchester New Hampshire*

*In the year Two Thousand and Twenty*

## **A RESOLUTION**

“Amending the FY 2017 & 2021 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of Twelve Thousand Two Hundred Twenty Nine Dollars and Twenty Six Cents (\$12,229.26) for the FY 2021 CIP 712521 Infrastructure ADA Access.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the FY 2017 & 2021 CIP as contained in the FY 2017 & 2021 CIP budget; and

WHEREAS, the 2017 & 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Public Works - Highway administered projects;

NOW, THEREFORE, be it resolved that the FY 2017 & 2021 CIP be amended as follows:

**By decreasing:**

FY 2017 CIP 710417 School Sidewalk Program - \$12,229.26 CDBG

**By increasing:**

FY 2021 CIP 712521 Infrastructure ADA Access - \$12,229.26 CDBG

Resolved, that this Resolution shall take effect upon its passage



**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for the transfer and expenditure of funds in the amount of \$1,681.60 from CIP 714517 Elm Street Repaving Project to CIP 710021 Annual ROW Roadway Rehabilitation be approved.

*(Unanimous vote with the exception of Alderman Porter who was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee

*Kevin A. Sheppard, P.E.*  
*Public Works Director*

*Timothy J. Clougherty*  
*Deputy Public Works Director*



*Commission*  
*Toni Pappas*  
*Patrick Robinson*  
*James Burkush*  
*Trixie Vazquez*  
*Armand Forest*

**CITY OF MANCHESTER**  
*Department of Public Works*

December 23, 2020

Board of Mayor and Alderman  
c/o CITY CLERKS OFFICE  
One City Hall Plaza  
Manchester, New Hampshire 03103

Attention: Alderman Kevin Cavanaugh  
Chairman, CIP Committee

Subject: CIP Project #710021 – Annual ROW Roadway Rehab

Dear Alderman Cavanaugh:

The Department of Public Works (DPW) respectfully requests that the balance of funds in the following project be transferred into CIP #710021 to support the roadway paving program:

CIP #714517 – Elm Street Repaving Project (\$1,681.60 balance)

Consolidation of these CIP projects will improve record keeping for pending paving projects and is consistent with the original intent to rehabilitate roadways. Revised Budget Authorizations are attached for both CIP projects to recognize the transfer of funds. A DPW representative will be available for discussion at the January Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me at this office.

Very truly yours,

Todd D. Connors, P.E.  
Highway Chief Engineer

cc/Kevin A. Sheppard, P.E.

### CIP BUDGET AUTHORIZATION

CIP#: <input type="text" value="714517"/>	Project Year: <input type="text" value="2017"/>	CIP Resolution: <input type="text" value="5/17/2016"/>
Title: <input type="text" value="Elm Street Repaving Project"/>	Amending Resolution: <input type="text" value="1/19/2021"/>	
Administering Department <input type="text" value="Department of Public Works"/>	Revision: <input type="text" value="#3"/>	

Project Description:

<b>Federal Grants</b>	Federal Grant: <input type="text" value="No"/>	<b>Environmental</b>	Review Required: <input type="text" value="No"/>
	Grant Executed: <input type="text" value="N/A"/>		Completed: <input type="text" value="N/A"/>

#### Critical Events

1.	<input type="text" value="Project Initiation"/>	<input type="text" value="3/21/17"/>
2.	<input type="text" value="Project Completion"/>	<input type="text" value="6/30/20"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text" value="6/30/2020"/>

#### Line Item Budget

	OTHER			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$1,510,406.90	\$0.00	\$0.00	\$1,510,406.90
Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$1,510,406.90</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,510,406.90</b>

**Revisions:** #2 - \$6,000 transferred to CIP #713920 decreasing budget from \$1,518,088.50 to \$1,512,088.50.  
 #3 - Decreases budget \$1,681.60 (from \$1,512,088.50 to \$1,510,406.90) and transfers to CIP #710021

**Comments** Other funds (\$1,500,000) to be transferred from the Municipal Transportation Improvement Fund. An additional \$18,088.50 Other added from reimbursements.

**CIP BUDGET AUTHORIZATION**

CIP#: 710021

Project Year: 2021

CIP Resolution: 6/9/2020

Title: Annual ROW Roadway Rehab

Amending Resolution: 1/19/2021

Administering Department Public Works-Highway

Revision: #1

Project Description: Annual program to preserve, resurface and/or reconstruct streets. This is the continuation of a program to maintain paved streets in good condition and upgrade the City's deteriorating infrastructure. Work will include engineering consultations to maintain and update the current asset database of roadway conditions.

**Federal Grants**

Federal Grant: No

Grant Executed:

**Environmental**

Review Required: No

Completed:

**Critical Events**

1.	Project Initiation	5/19/2020
2.	Project Completion	6/30/2040
3.		
4.		
5.		
		6/30/2040

**Line Item Budget**

	BOND	MTF		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$2,900,000.00	\$101,681.60	\$0.00	\$3,001,681.60
<b>TOTAL</b>	<b>\$2,900,000.00</b>	<b>\$101,681.60</b>	<b>\$0.00</b>	<b>\$3,001,681.60</b>

**Revisions:**

Revision #1 - \$1,681.60 transferred from CIP #714517 increasing budget from \$3,000,000 to \$3,001,681.60

**Comments**

Planning Department/Startup Form - 07/1/20

**\$3,001,681.60**



*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty*

**A RESOLUTION**

“Amending the FY 2017 & 2021 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of One Thousand Six Hundred Eighty One Dollars and Sixty Cents (\$1,681.60) for the FY 2021 CIP 710021 Annual ROW Roadway Rehab.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the FY 2017 & 2021 CIP as contained in the FY 2017 & 2021 CIP budget; and

WHEREAS, the 2017 & 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Public Works - Highway administered projects;

NOW, THEREFORE, be it resolved that the FY 2017 & 2021 CIP be amended as follows:

**By decreasing:**

FY 2017 CIP 714517 Elm Street Repaving Project - \$1,681.60 Other

**By increasing:**

FY 2021 CIP 710021 Annual ROW Roadway Rehab - \$1,681.60 Other

Resolved, that this Resolution shall take effect upon its passage

## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the request from Light of Life Ministries to change the location of their project from 295 Hanover Street to 247 Pearl Street be approved.

*(Unanimous vote with the exception of Alderman Porter who was absent)*

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Matthew Harmond", with a stylized flourish at the end.

Clerk of Committee



# CITY OF MANCHESTER

## PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management  
Building Regulations  
Community Improvement Program  
Zoning Board of Adjustment

Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning

Michael J. Landry, PE, Esq.  
Deputy Director - Building Regulations

### MEMORANDUM

To: Alderman Kevin Cavanaugh,  
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP  
Director, Planning and Community Development

Date: December 28, 2020

Re: CIP #611621 - Light of Life Ministries Inc. 295 Hanover St. Renovation Project

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Light of Life Ministries has informed us that they were unable to negotiate the sale of 295 Hanover Street. As a result, Light of Life Ministries is requesting that the location of their project be changed from 295 Hanover Street to 247 Pearl Street. The organization has indicated that the development of this property will result in the creation of congregate transitional housing for ten women and their children.

The total development budget for this project is estimated to be \$548,700, \$458,000 to be financed with City CARES act funding and \$90,700 to be financed with owner equity/grants.

Light of Life Ministries respectfully requests your review of this request, and recommendation for approval to the full Board. In the event that the request is approved, we have prepared the appropriate CIP Budget Authorization Form.

# Light of life Ministries, Inc

December 21, 2020

Alderman Cavanaugh  
City of Manchester CIP Committee  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman Cavanaugh,

Thank you so much for your support of funding through the CDBG-CV funds for the Light House. As you have been made aware, the location for the Light House project has changed due to the owner of 295 Hanover Street making unrealistic demands on timing. This worked out for the best as we are now under contract to purchase a different property that is in much better shape and will better meet our needs.

We are asking the CIP Committee to approve an amendment to the project. The address will now be 247 Pearl Street, Manchester, NH. This is an R-3 zone and is still Alderman Roy's ward. We are on target with all the underwriting including but not limited to the environmental review, appraisal and change of use. We are scheduled to close on or around March 5, 2021.

We are looking forward to attending the CIP meeting on January 4<sup>th</sup> and request that this amendment be added to the agenda. I am attaching an updated budget sheet for your review as the costs for acquisition and renovations have changed. Now that we are on Pearl Street, the cost of this project is significantly less.

Thank you, as always, for your consideration and partnership

Sincerely,

Kristie (Palestino) McKenney  
Founder, CEO

cc: Todd Fleming, CIP Coordinator



603-498-8909

kristie@lightoflifemin.org

www.lightoflifemin.org



**The Light House**  
**Program Real Estate - 247 Pearl Street**  
**Forecast Statement of Sources and Uses**

Sources of Funds:

Owner's Equity & Grant Funding	90,700
City of Manchester Grant Funding	458,000
Total Sources of Funds	<u>548,700</u>

Uses of Funds:

Acquisition of Property	360,000
Improvements Prior to Occupancy	131,000
Project Advisory & Oversight	20,000
Costs to Close	37,700
Total Uses of Funds	<u>548,700</u>

**The Light House  
Program Real Estate - 247 Pearl Street  
Schedule of Forecast Property Costs**

Improvements Prior to Occupancy		
Fire Systems (incl. city fees and excavation)	75,000	
Necessary Renovation (accessways, bathroom fixtures, fencing and updates)	40,000	
Security System (entry and video)	5,000	
Exterior Painting (non-vinyl surfaces)	6,000	
Permits and Approvals	5,000	131,000
Costs to Close:		
Development Consultant (pro bono - Development Synergies, LLC)	0	
Legal (probono - McLane Middleton)	0	
Home Inspection	700	
Phase I Site-Assessment and Testing	8,000	
Appraisal	3,500	
Planning Board Approvals (COU and Variance)	9,000	
Code Review	6,500	
Title/Recording	5,000	
Other Soft Costs	5,000	37,700
Project Oversight and Advisory (Kristie McKenney)		20,000
Total Use of Funds		<u>\$188,700</u>

**The Light House**  
**Forecast Statement of Revenue and Expenditures (Cash Basis)**  
**For Years One through Five**

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>	<u>Year Five</u>
Revenue:					
Donations (Cash and In-Kind)	\$234,972	\$218,685	\$228,263	\$237,729	\$247,598
Rental Income (\$670/unit per mo)	\$80,400	\$82,812	\$85,296	\$87,855	\$90,491
Other Revenue (study guide sales, etc.)	500	500	500	500	500
Total Revenue	315,872	301,997	314,059	326,084	338,589
Expenses:					
Salaries	149,480	155,459	161,678	168,145	174,870
Employment Taxes and Benefits	34,732	36,122	37,567	39,069	40,632
Property Expense - Mortgage, Taxes, Utilities, Repairs and Maintenance	35,248	36,200	37,190	38,220	39,291
Communication and Marketing	4,512	4,692	4,880	5,075	5,278
Electronic Media Expense	4,800	1,800	1,872	1,947	2,025
Telephone and Internet	200	208	216	225	234
Office Supplies and Expense	1,200	1,248	1,298	1,350	1,404
Postage	300	312	324	337	351
Publications and Study Guides	4,000	4,160	4,326	4,499	4,679
Furniture, Fixtures and Equipment	25,000	8,000	8,320	8,653	8,999
Food	26,000	27,040	28,122	29,246	30,416
Living and Cleaning Supplies	10,400	10,816	11,249	11,699	12,167
Professional Fees and Expenses	8,000	3,000	3,120	3,245	3,375
Liability and Property Insurance	8,000	8,320	8,653	8,999	9,359
Travel	3,000	3,120	3,245	3,375	3,510
Miscellaneous Expenses	1,000	1,500	2,000	2,000	2,000
Total Expense	315,872	301,997	314,059	326,084	338,589
Net Revenue in Excess of Expense	\$0	\$0	\$0	\$0	\$0

## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the request from the property owner of 404 Laurel Street for subordination of a City lien in the amount of \$22,965 be approved.

*(Unanimous vote with the exception of Alderman Porter who was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee





# CITY OF MANCHESTER

## PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management  
Building Regulations  
Community Improvement Program  
Zoning Board of Adjustment


Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning

Michael J. Landry, PE, Esq.  
Deputy Director - Building Regulations

### MEMORANDUM

To: Alderman Kevin Cavanaugh,  
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP   
Director, Planning and Community Development

Date: December 21, 2020

Re: CIP #610417 Housing Rehabilitation Program – Mortgage Subordination – 404  
Laurel Street (Two Family Home)

---

John and Allison DeCesere, the owners of 404 Laurel Street have contacted this office to request the subordination of a City lien totaling \$22,965 placed upon the aforementioned property. The lien was placed due to the use of Lead-Based Paint Hazard Reduction Demonstration Grant funds used to pursue lead abatement and renovation at the property. If the requirements of the lead program are complied with, this loan will be forgiven in 2023.

The requested subordination will allow the owner to acquire a lower rate mortgage on the property thereby reducing operational costs and correspondingly, its economic viability. The owner represents that no cash is being taken out in the refinancing and that the City's security instrument will remain in the same position. As such, it would be consistent with the previous actions of the Committee to recommend this lien subordination.

Respectfully, I request that the Committee make a recommendation to accept or deny the subordination request to the full Board.

**John and Allison DeCesere**  
18 Winding Brook Road  
Goffstown, NH 03045  
Tel: 603-361-4957  
Email: [jdecidere@hotmail.com](mailto:jdecidere@hotmail.com)

November 30, 2020

Alderman Kevin Cavanaugh  
Chairman, CIP  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

RE: 404 Laurel Street – Subordination of Loan

Dear Alderman Cavanaugh:

We would like to request that the CIP Committee allows us to subordinate the current mortgage between the City of Manchester and ourselves.

We, John and Allison DeCesere, would like to refinance the above referenced property to lower our current interest rate and shorten the term of the loan with no cash to be taken out.

The property appraised for \$216,000 when we purchased in 2011 and is currently assessed at \$207,900. The balance on the current mortgage is \$157,919 and the new mortgage, with closing costs, is approximately \$167,000.

It is our intent for the City of Manchester to remain in the second position after the subordination.

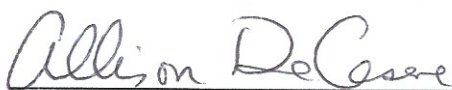
Thank you for your consideration.

Sincerely,



---

John DeCesere



---

Allison DeCesere



# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
<b>I. TYPE OF MORTGAGE AND TERMS OF LOAN</b>			
Mortgage Applied for:	<input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
	<input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		2300667636
Amount	Interest Rate	No. of Months	Amortization Type:
\$167,000.00	2.625%	180	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):

<b>II. PROPERTY INFORMATION AND PURPOSE OF LOAN</b>	
Subject Property Address (street, city, state & ZIP)	No. of Units
404 Laurel Street, Manchester, NH 03103	2
Legal Description of Subject Property (attach description if necessary)	Year Built
	0

Purpose of Loan	<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
	<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input checked="" type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Rate	Term	Describe Improvements	<input checked="" type="checkbox"/> made <input type="checkbox"/> to be made
2011	\$	\$157,919.00	Refinance				

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
John Decesere	Sole (Individual)	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)	Checking/Savings: Borrower Own Funds	

## III. BORROWER INFORMATION

Borrower				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
John Michael Decesere				Allison Marie Decesere			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
***-**-1344	(603) 361-4957	07/24/1973	14	***-**-3832		02/29/1976	0

<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower) no. ages	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Borrower) no. ages
	2 6, 8		0

Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent	2.916 No. Yrs.	Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent	0 No. Yrs.
18 Winding Brook Rd, Goffstown NH 03045			18 Winding Brook Rd, Goffstown, NH 03045		

Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
404 Laurel Street, Manchester, NH 03103	404 Laurel Street, Manchester, NH 03103

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yrs.
---	--	----------	---	--	----------

## IV. EMPLOYMENT INFORMATION

Borrower		Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Name & Address of Employer	<input checked="" type="checkbox"/> Self Employed
ECM, 38 south river rd, Bedford, NH 03110		By the Book LLC, 18 Winding Brook Rd, Goffstown, NH 03045	
Yrs. on this job	18.17	Yrs. on this job	0
Yrs. employed in this line of work/profession	18	Yrs. employed in this line of work/profession	0
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
	(603) 627-1181	Owner	(603) 361-4957

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)
----------------------------	--	-------------------	----------------------------	--	-------------------

**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the request for an educational repayment pilot program to be effective in FY2022 using partial funding from the tuition reimbursement program be approved.

*(Unanimous vote with the exception of Alderman Hirschmann who was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee



*Kathleen Ferguson*  
*Human Resources Director*



## **CITY OF MANCHESTER**

### **Human Resources Department**

December 21, 2020

Alderman Will Stewart, Chair  
Human Resources and Insurance Committee  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Chair Stewart and HRIC Members:

**Subject: Education Repayment Program Pilot Project**

Human Resources has explored monthly education repayment programs offered to employees by their employers. Helping pay off student debt faster, by making monthly contributions directly to an employee's student loan servicer on their behalf, while employees continue to make regular payments, will give the City of Manchester an edge in the battle for talent.

Over three hundred (300) City of Manchester employees have reached &/or will reach retirement age in the next ten (10) years. According to the Society for Human Resources (SHRM), "the competition to attract and retain talent is fierce." An education repayment program is an innovative way to offer competitive pay and benefits to current and prospective employees.

The program benefits include:

- Saves employees time and money. (College graduates will save on interest, and reduce their repayment term.)
- Improves recruitment, retention, and engagement. (Employers see a reduction in turnover, and gain a competitive edge.)
- Differentiates the City of Manchester, and strengthens its brand from competitors
- Improves employee financial wellness, by helping them save for retirement while repaying their student loans
- Gains happier, more productive employees

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 •  
FAX: (603) 628-6065

E-mail: [HumanResources@ManchesterNH.gov](mailto:HumanResources@ManchesterNH.gov) • Website: [www.manchesternh.gov](http://www.manchesternh.gov)

The City has a current employee tuition reimbursement program that has funds that could be shared for this new pilot education repayment program on a temporary basis in order to evaluate the demand for this benefit.

Human Resources recommends:

- introducing a pilot program for an educational repayment program effective FY 2022 using partial funds allocated for the tuition reimbursement program.

Respectfully submitted,

Kathleen Ferguson PHR, SHRM-CP  
Human Resources Director

City of Manchester  
Human Resources Department  
One City Hall Plaza  
Manchester, NH 03101-1932  
Tel: (603) 624-6543  
Fax: (603) 628-6065

## **EDUCATION REPAYMENT PROGRAM POLICY CITY OF MANCHESTER, NEW HAMPSHIRE**

### ***I. Policy:***

1. City of Manchester (City) will provide eligible employees contributions applied to the employee's qualified higher education student loan.

### ***II. Objectives and Philosophy:***

1. It is the objective and philosophy of the City:
  - A) to continue to provide employees market competitive benefits and help reduce their student loan debt;
  - B) to help employees pay their loans off faster and save on interest.

### ***III. Employee Eligibility:***

- A) Active full-time regular employees working more than 20 regular hours per week
- B) Active part-time regular employees working more than 20 regular hours per week

#### **Employees NOT Eligible**

- Temporary employees
- Probationary employees
- Employees participating in the City's Tuition Reimbursement Program

#### ***IV. Loan Eligibility***

##### **Loans Approved**

- A) Loans taken out in the employee's name and used to pay for the employee's higher education;
- B) Loans for complete or incomplete degrees;
- C) Loans taken out for online universities accredited by recognized accreditation agencies;
- D) Schools with accreditation recognized by the US Department of Education:
  - Please refer to the US accreditation database for further details:  
<https://ope.ed.gov/accreditation/>

##### **Degrees approved**

- E) Associate degrees
- F) Bachelor degrees
- G) Graduate degrees

##### **Loans not approved**

- H) Loans in default, in collections, or if not currently required to make loan payments for any reason;
- I) Loans in someone else's name used to pay for the employee's education;
- J) Loans taken out in employee's name and used to pay for someone else's education (e.g., loan taken out for a child/ward etc.);
- K) Loans for certifications.



## ***V. Contribution Structure***

For all Program-eligible employees, The City of Manchester will make monthly contribution payments until the selected loan is repaid or the lifetime maximum contribution is reached. Only one loan at a time may be selected by the employee for a contribution under the Program.

- A) For all eligible employees, a monthly payment of \$75.00 will be paid by The City of Manchester to the loan service provider, up to a lifetime maximum of \$3,600.00 or until the loan is considered repaid.
- B) A loan is considered repaid once the outstanding balance is below an amount equal to two times the monthly contribution amount.
- C) Employees must continue to make the monthly minimum loan payments to the loan service provider; the City's student loan contribution is in addition to the employee's monthly payment.

## ***VI. Program Enrollment***

- A) If employees meet the eligibility requirements outlined in this document, they will be required to submit required documents to the service provider during the enrollment process. These documents will be validated to determine eligibility. Further instructions will be supplied via the enrollment email from the service provider to eligible employees.
- B) Employees must maintain employee and loan eligibility requirements outlined above for continued participation in this Program. If employee or loan status changes and employee is no longer eligible for the Program, contributions will cease.
- C) Employee is responsible for notifying the City's service provider of any changes in their loans that would result in their loan becoming ineligible for the Program.
- D) Employee is responsible for notifying the City's service provider if their loan becomes paid off and they are no longer eligible for continued contributions. Any overpayments returned by the loan service provider, to the employee must be returned to the loan service provider. The loan service provider will credit the City of Manchester on their next funding file.

### **Disclaimer:**

All policies and procedures outlined in this Program are subject to change or have modifications at any time, at the sole discretion of the City of Manchester.

## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the request for changes to the City's A-Step Program as presented be approved.

*(Aldermen Stewart, Barry and Cavanaugh voted yea, Alderman Roy voted nay and Alderman Hirschmann was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Hermand", with a stylized flourish at the end.

Clerk of Committee

*Kathleen Ferguson*  
*Human Resources Director*



## **CITY OF MANCHESTER**

### **Human Resources Department**

December 28, 2020

Alderman Will Stewart, Chair  
Human Resources and Insurance Committee  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Chair Stewart and HRIC Members:

On December 15, 2020 the Board of Mayor and Aldermen referred Human Resources agenda item “changes to the City’s A-STEP Program” back to the Human Resources and Insurance Committee.

The A-STEP program’s purpose is to reward employees who make extraordinary efforts to bring “added value” to the workplace. The program also encourages learning new skills or gaining more knowledge to complete a task faster, better or less costly for the organization while providing better public service which is considered “added value.”

In order to clarify the A-STEP program further, the attached revisions include updates which establishes that the A-STEP program is made available to all employees who apply for an A-STEP and complete the approved education, specialized training and/or skills component after their date of hire.

In order to reduce confusion, the following revisions, which clarify the forms associated with the A-STEP program are recommended by Human Resources:

1. Achievement, Specialized Training and Education Program (A-STEP) Information Sheet
2. A-STEP Application Form
3. Policy Manual – Achievement Pay Standards for the City of Manchester, New Hampshire

It is the intent of Human Resources to communicate to all Dept. Heads that the A-STEP program will now be part of the new hire orientation.

Respectfully submitted,

Kathleen Ferguson, PHR, SHRM-CP  
Human Resources Director

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 •  
FAX: (603) 628-6065  
E-mail: [HumanResources@ManchesterNH.gov](mailto:HumanResources@ManchesterNH.gov) • Website: [www.manchesternh.gov](http://www.manchesternh.gov)

# Policy Manual

## Achievement Pay Standards for the City of Manchester, New Hampshire



Human Resources Department  
One City Hall Plaza  
Manchester, NH 03101-4000  
Tel. 603-624-6543  
Fax. 603-628-6065

E-mail: [humanresources@manchesternh.gov](mailto:humanresources@manchesternh.gov)

Revised June 20, 2007

Revised January 19, 2021



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~~Administrative and Related Classes~~

~~Finance, Information and Related Classes~~

~~Airport and Related Classes~~

~~Waterworks, Wastewater and Related Classes~~

~~Highway, Traffic and Related Classes~~

~~Parks, Recreation and Related Classes~~

~~Health, Welfare and Related Classes~~

~~Library, School and Related Classes~~

~~Public Safety and Related Classes~~

~~Appendices~~

## Preface

The City of Manchester's Position Classification and Pay Plan provides a process for assigning all classes of positions to the appropriate pay grade through the use of a factor point evaluation system. This evaluation system assigns values to 10 factors (including the minimum level of education and training required for the essential duties and responsibilities of positions in the class). Once a class of positions is assigned to a pay grade, employees generally enter the pay grade at the minimum or starting step unless market conditions justify a higher placement in the pay grade. Employees move up the pay grade range in accordance with the City's Employee Development and Performance Evaluation Process (EDP) and its longevity policy.

In adopting the Position Classification and Pay Plan, the City's Board of Mayor and Aldermen elected to provide additional monetary incentives to encourage employees to secure additional knowledge, skills and abilities (KSA's) related to their duties and responsibilities. While not required for the position, these additional KSA's should enhance quality and productivity of the employee's performance. The purpose of this Policy Manual is to provide guidelines for the implementation and maintenance of this component of the City's Classification and Pay Plan, known as the A-STEP.

The complete Policy Manual (located on Drive G:\HRD\A-STEPS) contains brief descriptions of each class of positions that provide:

- (1) class title and class code;
- (2) principal function of the class; current required knowledge, skills and abilities expected of an employee at the beginning of employment; current required minimum education expected of an employee at the beginning of employment; and,
- (3) Any current additional requirements expected of employees at the beginning of their employment.

These descriptions contain additional criteria that includes formal education, specialized training and other skills that, while not required for initial or continued employment, would justify an A-STEP for the employee because of the added value these criteria bring to the quality and productivity of the employee's assigned duties. Copies of the Class Specifications with identifying KSA's can be found on the City "G" Drive\HRD\ASTEPS

The content of these brief descriptions relating to the principal function of the class, current required knowledge, skills and abilities, minimum education requirements and minimum additional requirements are from the City's existing class specifications adopted and approved by the Board of Mayor and Aldermen. The content of the KSA's proposed in this Manual were developed from responses to a written survey instrument from City department heads, division heads, other supervisory personnel and individual employees by consultant Yarger Decker and McDonald (YDM). In its review of responses to YDM's survey, YDM accepted some responses and rejected or modified others. YDM accepted responses that suggested achievement pay standards for additional education, skills and abilities that add obvious and direct value to performed work. YDM rejected or modified suggestions that appeared to be simple workshops, seminars and other specialized training that are more appropriate for continuing education normally expected of all employees. The essential purpose of the A-STEP program is to reward those employees who make extraordinary efforts to improve their job-related education, specialized training and skills to bring added value to their work. It is expressly not a program to reward employees to stay current with information and technology related to their responsibilities or to provide a relatively easy way for employees to increase their base pay.

YDM believes that enhanced knowledge, skills and abilities are best demonstrated by the completion of pre-determined educational courses, training seminars and workshops that "certify" the employee has achieved that new proficiency and/or knowledge. Any pay incentive system that fails to establish criteria for demonstrating achievements or that establishes superficial standards will not succeed. Employees that have specific and difficult achievement standards will quickly object to superficial or easy achievement standards for other employees.

An employee adds value when they strive to improve their current education, training and skills while employed with the City of Manchester. If an individual is hired and in the midst of completing advanced education, training, and/or skills, they are encouraged to continue their professional development and apply for an A-STEP. Additional professional development obtained after date of hire counts towards qualifications for an A-STEP even if started before the date of hire. A-Steps will only be approved when advanced education, training and skills are completed after an employee's date of hire unless specified in Collective Bargaining Agreements.

The standards set for pay incentives may vary even within a class of positions. For example, there are many different positions within the class of Administrative Assistant II. The City may benefit from one employee who achieves certification in desktop publishing and newsletter design while it would benefit from a second employee in the class who completes an advanced course in Microsoft Access Database. The brief descriptions in this Policy Manual of qualifying education,

specialized training and skills improvements are “menus” that an employee and his or her supervisor may choose to improve the employee’s work quality and productivity. A-STEP Standards are listed in three categories: (1) Qualifying Additional Formal Education; (2) Qualifying Additional Specialized Training; and (3) Qualifying Additional Skills. YDM recommends that an employee must successfully complete items in two (2) of the three (3) menu categories in order to qualify for the A-STEP. It is important to remember that the qualifying KSA’s are based on the individual job and the added value to the work and the department. Some of the achievement pay standards prescribed in this Manual are phrased in general terms (e.g., “Completion of a pre-determined number of courses appropriate to assigned duties” or “Certification appropriate to assigned duties.”) Department heads, employees, and / or bargaining unit representatives should propose specific courses in order to customize training for employees based on their position.

The City’s revised Consolidated Pay Schedule contains 36 pay grades (pay grades 1-36) with 13 steps (pay steps 1 - 13) in each grade. There is a 7% differential between each pay grade and a 3% differential between each pay step. Between each pay grade is a half-grade or “achievement” grade that is 3.5% higher than the base pay grade. For example, pay grade 10A is 3.5% higher than pay grade 10. When an employee accomplishes applies for an A-STEP and completes after date of hire, the approved additional qualifying formal education, specialized training or skills component, the employee’s base pay is moved from their current base pay grade and step to the same pay step in the achievement grade and results in a 3.5% increase in the employee’s annual pay.

The additional qualifying knowledge, specialized training and skills provided for each class of positions in this Policy Manual should be considered as guides for refinement by each department. Rapid changes in the level of required knowledge and technology for quality performance in most municipal positions mandate that the City exhibit flexibility in establishing and modifying its A-STEP program. Today’s qualifying additional knowledge, skills and abilities may be tomorrow’s minimum requirement for employment. As the City moves toward implementation of its pay incentive program, it is essential that department heads, bargaining units, and employees work closely with the Human Resources Department to ensure that the qualifying standards for pay incentives are internally fair, market sensitive and regularly updated. An employee may not maintain their A-STEP award if the education or training is deemed obsolete. The policy recommendations in the following section provide a process for ensuring that the City’s pay incentives are appropriately integrated into the City’s overall position classification and pay system. The City of Manchester recognizes that collective bargaining agreements include specific language regarding the A-STEP process for union membership.



## Policy and Procedures

*The City of Manchester's Pay Incentives Program is administered by the Human Resources Department in accordance with established personnel rules and regulations ~~as contained in Chapter 33, Section 33.049 of the City's Code of Ordinances~~ and in accordance with the Procedural Guidelines for the Administration and Maintenance of the Compensation Plan contained in the City's Position Classification and Pay Plan adopted by the Board of Mayor and Aldermen, unless established in current Collective Bargaining Agreements.*

### Section 1 Policy

The Board of Mayor and Aldermen has established the policy for achievement grades through the adoption of the City's Position Classification and Pay Plan. Section 8 of the Procedural Guidelines for the Administration and Maintenance of the Compensation Plan provides as follows:

“An *achievement grade* or half pay grade (A-STEP) is 3.5% above a regular pay grade. When specific education, training and skill achievements are defined and adopted for an individual position, and the incumbent in that position secures such education, training and skills after date of hire, and submittal of application for an A-STEP, the pay of the incumbent shall increase from the incumbent's current pay grade and pay step to the A-Step grade that provides the employee with the equivalent of a one step increase. Specific knowledge or skill achievement standards for each position or class of positions must be approved by each department head and the Human Resources Director unless specified in current Collective Bargaining Agreements.

### Section 2 Establishment of Achievement Pay Standards

1. Drafts of Achievement Pay Standards for each of the City's classes of positions shall be distributed to each department head for review. Each department head shall further distribute such drafts of Achievement Pay Standards to each division head in the department and to each bargaining unit representative who represents one or more employees in the department. After a review period not to exceed thirty (30) days, the department head shall convene a meeting with each division head and bargaining unit representative to review the suggestions of such division heads and bargaining unit representatives.

2. The department head shall then, within sixty (60) days after the initial receipt of the draft Achievement Pay Standards, forward recommendations to the Human Resources Director for the establishment of Achievement Pay Standards within the department.
3. ~~The establishment of Achievement Pay Standards within the department.~~ Bargaining unit representatives may, at their option, forward separate recommendations to the Human Resources Director. These recommendations should include the A-STEP criteria, and (brief) supporting documentation for each criterion.
4. The Human Resources Director shall review all A-STEP recommendations received from department heads and bargaining unit representatives. The Human Resources Director will compare such recommendations to the minimum knowledge, skills and ability requirements contained in the City's officially adopted class specifications to ensure that recommended Achievement Pay Standards do not include pay incentives for knowledge, skills and abilities already mandated by existing class specifications. The Human Resources Director shall also review recommended Achievement Pay Standards to ensure that such standards are deserving of achievement pay when compared to the market and principles of internal equity among all classes of positions in the City. Upon completion of the Human Resources Director's review of Achievement Pay Standards recommended by each department head and each bargaining unit representative, but no later than sixty (60) days after receipt of such recommendations, the Human Resources Director shall either approve the proposed A-Step criteria or deny the request, unless specified in current Collective Bargaining Agreements.
5. Subsequent to the initial approval and adoption of Achievement Pay Standards by the Board of Mayor and Aldermen, the Human Resources Director may present additional Achievement Pay Standards recommendations involving the addition, deletion or modification of Achievement Pay Standards as needed.

### Section 3

#### Minimum Achievement Pay Standards

1. Achievement Pay Standards reward employees who achieve education, specialized training, and skills that are significantly above the minimum requirements of their class of positions. Achievement Pay Standards are to be based solely on the following factors:
  1. Completion of the Pre-Determined Achievement Pay Standards after date of hire, as Provided in the Pre-Approved Achievement Pay Standards for the Class;
  2. Presentation by the Employee and Department Head of Evidence that the Employee completed all Requirements to Meet the Achievement Pay Standards (Diplomas, Certificates, etc.).
2. Achievement Pay shall not be based on the following:
  1. An Employee's Performance;
  2. An Employee's Longevity;
  3. An Employee's Previous Experience, or education prior to date of hire;
  4. Corrections for Perceived Internal Inequity in an Employee's Base Pay;
  5. Corrections for Perceived External Non-Competitiveness of the Employee's Base Pay.

### Section 4

#### Notification of Employee Intent

When Achievement Pay Standards are approved and adopted for a class of positions, an employee who wishes to pursue elevation to an *achievement grade* shall notify the department head of such intent and shall specify the Achievement Pay Standards within the employee's class to be pursued by the employee. The employee shall complete and sign an A-STEP application. The department head and the Human Resources Director must approve the A-STEP application, unless specified in current Collective Bargaining Agreements. The application shall be placed in the Employee's personnel file with a copy provided to the Human Resources Department. Department heads that wish to pursue an A-STEP shall complete an A-STEP application and forward it to the Human Resources Director for review. The Human Resources Director shall submit the application to the Mayor for final approval.

## Section 5

### Achievement Pay Threshold

Since a class of positions may contain multiple Achievement Pay Standards to accommodate the various positions within a class, the Human Resources Director may request a meeting with the department head if it appears the pursuit of an Achievement Pay Standard is inappropriate to an employee's assigned duties and responsibilities. If the Human Resources Director and Department Head cannot reach consensus on the Achievement Pay Standard to be pursued by an employee, the Human Resources Director may present the issue to the Human Resources and Insurance Committee of the Board of Mayor and Aldermen for a final resolution.

Achievement Pay Standards for each class of positions are grouped into three different kinds of categories: (1) Qualifying Additional Formal Education; (2) Qualifying Additional Specialized Training; and (3) Qualifying Additional Skills. In order for an employee to advance into an Achievement Pay Grade, the employee must successfully complete the required items within two (2) of the three (3) categories. One completed category of required items may suffice to achieve an A-STEP provided the required items are proposed by the employee and / or bargaining unit representative, and approved by the department head and the Human Resources Director, unless specified in current Collective Bargaining Agreements. All employees shall be provided equal opportunity to pursue completion of Achievement Pay Standards appropriate to their assigned duties and responsibilities.

## Section 7

### New Employees, Promotions and Transfers

1. Probationary employees are not eligible for A-Steps until the successful conclusion of their probationary period.
2. Promotions. When an employee is promoted to a position in a higher class, the employee's pay shall be increased according to City compensation plan regulations. If the employee meets the Achievement Pay Standards for the higher class, the employee shall be placed in the *achievement grade* for the higher class. If the employee does not meet the Achievement Pay Standards the higher class, he or she shall be placed in the base pay level of that class. An employee may not receive an A-Step for achievements that he/she already received credit for in the former position. New achievements must be developed and approved for the new higher level position, unless specified in current Collective Bargaining Agreements.

3. Transfers. There shall be no immediate change in the pay rate of an employee who is transferred from one position to another position in the same class. If the transferred employee is in an achievement grade and the Achievement Pay Standard for the employee's current position is not applicable to the transferred position, the employee will be placed in the base pay step of the new position that is the same or immediately above the employee's current pay.

## Section 8

### Administration and Maintenance

The Human Resources Director shall be responsible for the administration and maintenance of the City's knowledge and skills-base pay incentive program in accordance with these regulations and other classification and compensation policies and regulations.



**City of Manchester NH**  
**Achievement, Specialized Training and Education Program (A-STEP)**  
**Information Sheet**

1. If an employee or supervisor is aware of an educational opportunity that will enable the employee to greater success on the job, the employee and supervisor should meet to determine what will enhance the employee's job. When making the decision, consideration should be given to the following:
  - ◆ Will the new/improved Knowledge, Skills and Abilities (KSA's) improve the employee's quality of work?
  - ◆ Will the new/improved KSA's increase the quantity of work being done or improve efficiency on the job?
  - ◆ Will the new/improved KSA's modernize the techniques used on the job?
  - ◆ Will the new/improved KSA's improve safety?
  - ◆ Will the new/improved KSA's improve the department in a tangible, visible fashion (enable the employee to create a better system, improve customer service, etc.)?
2. If the supervisor approves the coursework, the employee must complete an A-STEP application (attached). The application must be signed by the department head and submitted to the Human Resources Director for final approval unless specified in current Collective Bargaining Agreements. The Mayor and Board of Mayor and Aldermen are responsible for approval of the A-STEP process through established policies, and or collective bargaining agreements, and/or budget deliberations.
3. Human Resources will work with the department head to determine if the educational opportunity warrants the award.
4. Human Resources will notify the employee and department head in writing of the outcome of the request within sixty (60) days of the employee's original request.
5. A copy of the Educational Achievement application will be placed in the employee's file. Upon completion of the educational goal, the employee shall submit proof of completion (such as a grade, copy of certificate or degree, or other written documentation), before the award can be made. An A-STEP award stays with the employee while he or she remains in the position.

A-STEP awards are based on the date of final approval of the A-STEP application if all criteria have been completed, or the date of the completion of the A-STEP criteria. ~~A-STEPs may not be awarded for current educational achievements.~~ This process will be maintained for affiliated employees according to current Collective Bargaining Agreements and through the collective bargaining process and for non-affiliated employees through policies of the City of Manchester.

Effective January 15, 2021~~July 1, 2000~~

**Employee Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Date of Hire ~~FAX~~:** \_\_\_\_\_

Describe how achieving this educational goal will improve the quality or quantity of this employee's work, or benefit the department.

[illegible]

\_\_\_\_\_ The A-STEP coursework is approved.

If a future plan, anticipated completion date of the criteria is \_\_\_\_\_.

\_\_\_\_\_ The A-STEP coursework is not sufficient for the following reasons:

Department Head Signature \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[illegible]

\_\_\_\_\_The employee has completed requirements for an A-STEP. The A-STEP award is granted. (An Employee Information Sheet must be completed and submitted for approval by Human Resources for a change in salary).

Department Head Signature \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the request from the Public Works Director to eliminate one (1) Equipment Operator IV, Grade 15, and add one (1) Equipment Operator III, Grade 14 be approved.

*(Unanimous vote with the exception of Alderman Hirschmann who was absent)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee

*Kathleen Ferguson*  
*Human Resources Director*



## **CITY OF MANCHESTER**

### **Human Resources Department**

November 16, 2020

Alderman Will Stewart, Chair  
Human Resources and Insurance Committee  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Chair Stewart and HRIC Members:

Public Works Director, Kevin Sheppard is requesting changes to the Department of Public Work's (DPW) complement. He would like to replace four vacant Refuse Collector positions with one new Safety and Training Officer (1243) Grade 20, and two existing Recreation Maintenance Worker II's (6010) Grade 14.

Additionally, Director Sheppard would like to eliminate one Equipment Operator IV (5470) Grade 15 and add one Equipment Operator III (5460) Grade 14.

The requested new Safety and Training Officer will organize, develop, administer and monitor training programs for all heavy, medium and light duty equipment. The Safety and Training Officer will also develop training materials and design and implement workplace processes and procedures that will help protect workers from potentially hazardous work conditions.

The two additional Recreation Maintenance Worker II's will allow DPW to address other areas in the City that need attention such as trails, medians, aeration, fertilization, and litter and leaf clearing to name a few.

These complement changes will address the current needs of the City of Manchester's Department of Public Works.

Director Sheppard has confirmed that the requested changes will have a minimal positive budget impact.

Human Resources recommendation:

- Eliminate four (4) Refuse Collectors (5330) Grade 12
- Eliminate one (1) Equipment Operator IV (5470) Grade 15
- Add one (1) new Safety and Training Officer (1243) Grade 20
- Add two (2) Recreation Maintenance Worker II's (6010) Grade 14
- Add one (1) Equipment Operator III (5460) Grade 14

Respectfully submitted,

Kathleen Ferguson

Digitally signed by Kathleen  
Ferguson  
Date: 2020.11.20 12:27:21 -05'00'

Kathleen Ferguson PHR, SHRM-CP  
Human Resources Director



**Kevin A. Sheppard, P.E.**  
Public Works Director

**Timothy J. Clougherty**  
Deputy Public Works Director



**Commission**  
Toni Pappas, Chair  
Patrick Robinson  
James Burkush  
Trixie Vazquez  
Armand Forest

**CITY OF MANCHESTER**  
*Department of Public Works*

## MEMORANDUM

**TO:** Kathleen Ferguson  
Human Resources Director

**FROM:** Kevin Sheppard  
Public Works Director

**DATE:** November 18, 2020

**RE:** Changes to Public Works Compliment Related to Automated Trash Collection

In accordance with the conceptual plan approved by the Board of Mayor and Aldermen at its October 2, 2018 meeting, this memorandum requests your support for replacing four Department of Public Works (DPW) Refuse Collector positions with the following three DPW positions:

- Safety & Training Officer (1 position)
- Recreation Maintenance Worker II (2 positions)

The Safety & Training Officer is a new classification, which has been reviewed and approved by the H.R. Director and the Recreation Maintenance Worker II classification currently exists. Copies of all classification descriptions, as well as "before" and "after" org charts for the Public Works, are attached.

The use of an automated truck to collect curbside trash allows us to reallocate the Refuse Collector positions. Currently, two Refuse Collectors are assigned to each of the standard trucks operated by the Highway Division for trash collection.

### **Proposed New Positions to the compliment**

Following are descriptions of the positions proposed to replace the four existing Refuse Collector positions no longer needed:

#### ***Safety & Training Officer***

This new classification and position will create, implement, and evaluate health and safety policies, procedures and training programs. It will allow DPW to:

- Focus on accident prevention.
- Implement the latest regulations and guidance.
- Perform random spot checks to evaluating worksites.
- Investigate any accidents that occur in the workplace, review possible causes and recommend changes.
- Provide training in the use of personal protective equipment, using vehicles properly and other safety related issues.

#### ***Recreation Maintenance Worker II***

Two recreation maintenance worker II's will allow DPW to better address areas, such as:

- trails, medians, traffic circles
- select curb lines near parks and schools.
- aeration, fertilization, seeding, irrigation and repair of grass areas
- clearing brush along fence lines
- litter/leaf clearing and net repairs at courts.

### **Additional Request**

Eliminate one Equipment Operator IV position and replace it with an Equipment Operator III position.

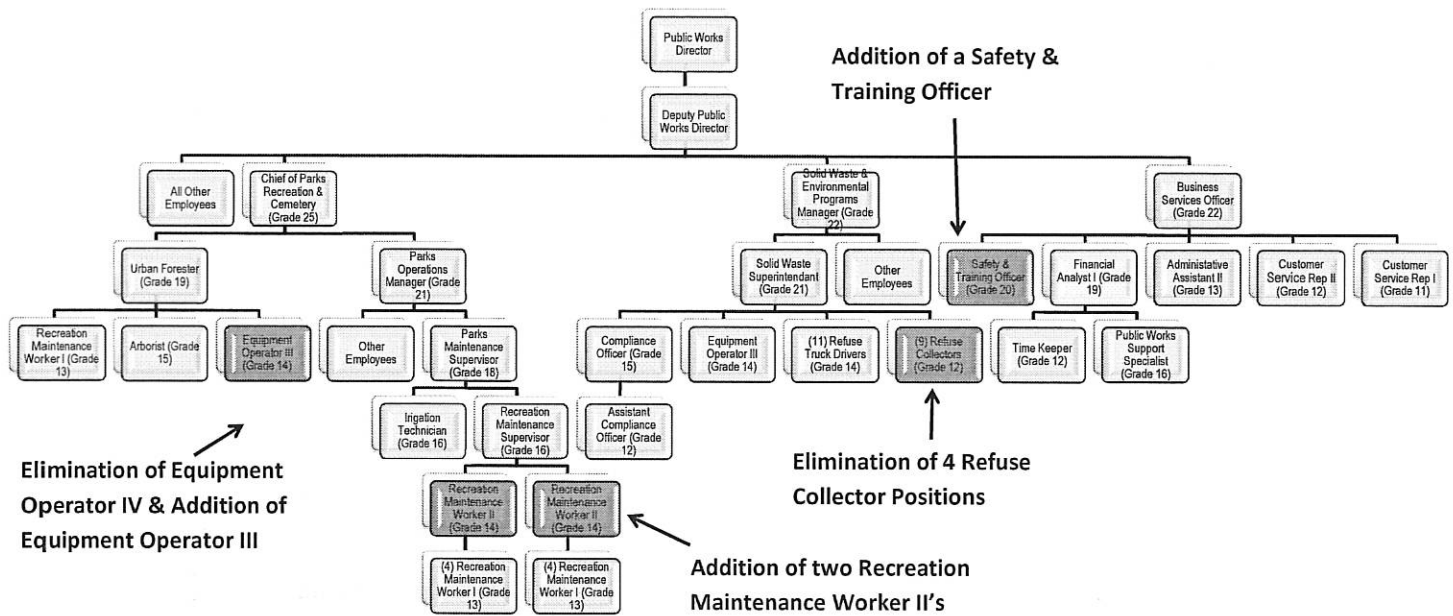
### **Summary**

We are asking for the Committee to:

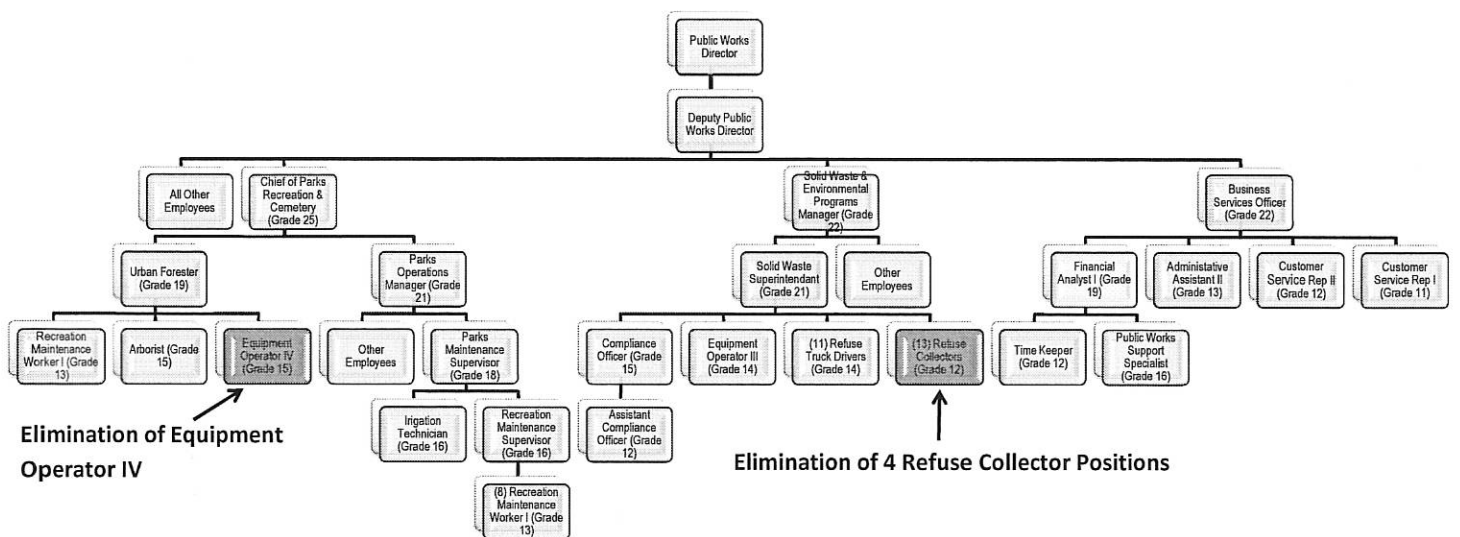
- Approve the elimination of 4 Refuse Collector Positions to be replaced with a Safety & Training officer and two Recreation Maintenance Worker II positions.
- Eliminate one Equipment Operator IV and replace with an Equipment Operator III.

We anticipate these changes having a minimal positive budget impact.

## Org Chart (After)



## Org Chart (Before)



## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the following traffic regulations be approved:

### **15 MINUTE PARKING 8 AM-6 PM**

On Hanover Street, south side, from a point 30 feet east of Chestnut Street to a point 45 feet further east

*Alderman Long*

### **METERS-TWO HOURS**

On Hanover Street, south side, from a point 75 feet east of Chestnut Street to Pine Street

*Alderman Long*

### **RESCIND METERS-TWO HOURS**

On Hanover Street, south side, from a point 120 feet west of Pine Street to a point 35 feet east of Chestnut Street (Ord. 10557)

*Alderman Long*

*(Unanimous vote)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Hammond", with a stylized flourish at the end.

Clerk of Committee



**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from Vanasse & Associates, Inc. to install Do Not Block Intersection pavement markings and signage on Campbell Street as part of the ConvenientMD Urgent Care Center Project be approved.

*(Unanimous vote)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee

Ref: 8573

December 3, 2020

Mr. Matthew Normand, CMC  
City Clerk  
City of Manchester  
1 City Hall Plaza  
Manchester, NH 03101

Re: Off-Site Roadway Improvements  
ConvenientMD – 738 Hooksett Road  
Manchester, New Hampshire

Dear Mr. Normand:

Vanasse & Associates, Inc. (VAI) is providing information in support of a request to the Traffic Committee of the Board of Mayor and Alderman (BMA) to approve specific improvements along Hooksett Road and Campbell Street required by the Planning Board as a part of their July 23, 2020 approval of the ConvenientMD urgent care center that will be located at 738 Hooksett Road (U.S. Route 3) in Manchester, New Hampshire (SP2020-011 and hereafter referred to as the “Project”). Specifically, the Planning Board has requested that “Do Not Block” pavement markings with accompanying signs be installed on the Campbell Street approach to Hooksett Road at the Project site driveway. The installation of the pavement markings and accompanying signs require the approval of the BMA.

In addition to the sign and pavement marking installation, an approximate 400 linear-foot (lf) extension of the sidewalk along the north side of Hooksett Road will be constructed to connect to the existing trail within Livingston Park and new sidewalk will be constructed along the Project site frontage on both Hooksett Road and Campbell Street.

In support of this request, attached please find a Conceptual Improvement Plan that depicts the improvements described above (“Do Not Block” and sidewalk improvements) and were reviewed by the City Traffic Engineer, Ms. Kristen Clarke, P.E., PTOE, during the Planning Board approval process. Pending approval of the “Do Not Block” pavement markings and accompanying signs by the BMA, the improvements will be engineered and subject to review and approval by the Department of Public Works for compliance with City standards.

Mr. Matthew Normand, CMC  
December 3, 2020  
Page 2 of 2

We appreciate the BMA's consideration of this request. If you should have any questions or require additional information in order to approve the requested improvements, please feel free to contact me.

Sincerely,

VANASSE & ASSOCIATES, INC.



Jeffrey S. Dirk, P.E., PTOE, FITE  
Managing Partner



*Professional Engineer in CT, MA, ME, NH, RI and VA*

JSD/jsd

Attachment

cc: K. Clarke, P.E., PTOE –City of Manchester (via email)  
M. d'Hemecourt - Harborlight Advisors (via email)  
File



SIGN LEGEND	
R1-1	
R10-7	

INSTALL "DO NOT BLOCK"  
INTERSECTION BOX

CAMPBELL STREET

DO NOT  
BLOCK

R10-7

R1-1

PROPOSED 400' LF  
SIDEWALK EXTENSION

HOOKSETT ROAD (ROUTES 3 & 28)

EXISTING TRAFFIC SIGNAL

Source: Google Earth.  
0 20 40 Scale in Feet

Figure 1

Conceptual Improvement Plan,  
Campbell Street "Do Not Block"  
Pavement Markings

**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from Kristen Clarke, Traffic Engineer, to conduct a traffic study on Maple and Beech Streets from Bridge Street to South Willow Street be approved.

*(Unanimous vote)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Harmond". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee



**Kevin A. Sheppard, P.E.**  
*Public Works Director*

**Timothy J. Clougherty**  
*Deputy Public Works Director*



**Commission**  
*Toni Pappas, Chair*  
*Patrick Robinson*  
*James Burkush*  
*Trixie Vazquez*  
*Armand Forest*

**CITY OF MANCHESTER**  
*Department of Public Works*

December 24, 2020

Chairman Bill Barry  
Committee on Public Safety, Health, and Traffic  
1 City Hall Plaza  
Manchester, NH 03101

RE: Traffic Study on Maple Street and Beech Street South of Bridge Street

Dear Chairman Barry:

In May 2018, Alderman Stewart made a request to the Traffic and Public Safety Committee of Board of Mayor and Alderman requesting the Department of Public Works to study traffic operations on Maple Street and Beech Street between Bridge Street and Webster Street and propose safety and operational alternatives within the study area. This included analysis of three years of crash data (provided by Manchester Police Department), collection of speed data, and traffic counts. Based on the data, several changes were implemented including elimination of parking close to intersections, additional double yellow center lane striping on Union Street, installation of a vehicle activated flashing stop sign, and the re-striping of Maple Street and Beech Street from two travel lanes and parking to one travel lane, a bicycle lane, and a parking lane.

The Department of Public Works has been in discussion with the Conservation Law Foundation, City residents, and Aldermen on extending this analysis south of Bridge Street to determine if is potential to improve safety and the quality of life for more residents. As a result, DPW is requesting support from the Board of Mayor and Alderman to move forward with the request and analyze traffic and safety on Maple Street and Beech Street from Bridge Street to S Willow Street. This would include analysis of crashes on these corridors (crash reports required from MPD), collection of speed data, and traffic counts at signalized intersections. With the data, DPW will develop recommendations on potential opportunities and work with the ward Aldermen on appropriate community outreach.

If you have any questions, please let us know.

Thanks,

Kristen Clarke, PE, PTOE  
Traffic Engineer

## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that an ordinance:

“Amending Section 96.06 by adding subsection J relative to syringe service programs.”

ought to pass and be referred to the Committee on Bills on Second Reading for technical review.  
(*Unanimous vote*)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Harmond", with a stylized flourish at the end.

Clerk of Committee



## CITY OF MANCHESTER

*Joyce Craig*  
*Mayor*

### MEMORANDUM

To: Committee on Public Safety, Health and Traffic  
From: Mayor Joyce Craig  
Date: January 5, 2021  
Re: Amending Charter Section 96.06

---

For over a year, the City has shared concerns with NHDHHS and the Governor's Task Force on Alcohol and Other Drugs about the operation of a needle exchange program conducting services publicly in Veterans Park. Although the NH Harm Reduction Coalition's Queen City Exchange Program agreed to stop their regularly scheduled outreach in a correspondence with City leadership in April of 2019, this nonprofit persisted in doing so every Sunday from 2:00-4:00pm in Veterans Park.

The proposed ordinance amendment prohibits syringe service programs, needle exchange programs, or any similar programs related to the exchange of devices used for injecting drugs in any city park. It is not meant to show opposition to evidence-based syringe services, but instead to ensure our city parks are available for the intended purpose of intergenerational recreational use, especially in Veteran's Park. Veteran's Park was established as a place to remember and honor the men and women who served and in some cases sacrificed their lives, for our freedoms.

The City of Manchester Health Department is working collaboratively with all City partners and stakeholders to devise a comprehensive Harm Reduction Strategy for Manchester. The intent of this strategy is to provide a roadmap for change which reduces further harm for those struggling with addiction as well as prevents harm to the larger community.

# *City of Manchester New Hampshire*

*In the year Two Thousand and Twenty-One*

## **AN ORDINANCE**

“Amending Section 96.06 by adding subsection J relative to syringe service programs.”

*Page 1 of 2*

**Be it Ordained, by the Board of Mayor and Aldermen of the City of Manchester, as follows:**

Amend the Code of Ordinances by inserting new language as bolded (**bold**) and deleting existing language as stricken (-----). Portions of the following sections that remain unchanged appear in regular type.

### § 96.06 BEHAVIOR.

No person in a park shall do any of the following:

(A) *Possess intoxicating beverages.*

(1) *Prohibition.* Have brought alcoholic beverages, possess an open and uncapped container of alcoholic beverages, nor shall any person drink alcoholic beverages at any time in the park.

(2) The sale, possession and consumption of alcoholic beverages may be permitted in parks and recreational centers in such areas as are designated by the Public Works Director, or his or her designee, subject to the provisions of state law and the regulations of the State Liquor Commission and subject to such terms and conditions as the Public Works Director, or his or her designee, may prescribe.

(B) *Build fires.* Build or attempt to build a fire except in such areas and under such regulations as may be designated by the Public Works Director, or his or her designee.

(C) *Engage in games of chance.* Gamble, or participate in or abet any game of chance except raffles, bingo, lucky 7 and other games of chance authorized by state law. Such games of chance authorized by state law may be permitted in parks and recreational centers, in areas designated by the Parks and Recreation Commission, and subject to such terms and conditions as the Commission may prescribe. Such games of chance shall be conducted in strict compliance with state law and the terms and conditions established by the Commission.

(D) *Loiter or behave in a boisterous manner.* Sleep, or protractedly lounge on the seats or benches, or other areas, or engage in loud, boisterous, threatening, abusive, insulting, or indecent language, or engage in any disorderly conduct or behavior tending to a breach of the public peace.

(E) *Camp.* Set up tents, shacks, or other temporary shelter for the purpose of camping without the approval of the Public Works Director, or his or her designee.

(F) *Golf.* Swing at or hit a golf ball in any city park or on any city property that is not specified by the Public Works Director, or his or her designee, for golfing or unless otherwise approved by the Public Works Director, or his or her designee.

(G) *Glass bottles.* In any city park possess a glass bottle or bottles during a concert or other sponsored event or unless otherwise approved by the Public Works Director, or his or her designee.

# *City of Manchester* *New Hampshire*

*In the year Two Thousand and Twenty-One*

## **AN ORDINANCE**

“Amending Section 96.06 by adding subsection J relative to syringe service programs.”

*Page 2 of 2*

Amend the Code of Ordinances by inserting new language as bolded (**bold**) and deleting existing language as stricken (-----). Portions of the following sections that remain unchanged appear in regular type.

(H) *Smoke*. Smoke any tobacco, tobacco related product, filter or other plant or weed except in such areas as are specifically designated for smoking by the Public Works Director, or his or her designee, subject to the provisions of state law. For the purposes of this section, **TOBACCO RELATED PRODUCT** means any product containing tobacco or nicotine, including but not limited to cigars, pipe tobacco, snuff, chewing tobacco, clipping tobacco, bidis, snus, dissolvable tobacco products, and electronic cigarettes; provided, however, that such term shall not include any product that has been approved by the U.S. Food and Drug Administration as a tobacco cessation product. This section shall only apply to the Stanton Plaza, Victory, Veterans, Pulaski, Kalivas and Bronstein Parks.

(I) *Hung items*. Hang items including, but not limited to, clothes, textiles, tarps, bags, or ropes, from any tree, fence, lamp, post, or structure in any city park.

(J) *Syringe service programs*. **Conduct a syringe service program, needle exchange program, or any similar program related to the exchange of devices used for injecting drugs in any city park.**

II. This ordinance shall take effect upon passage.



## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the Homeless Outreach and Collaboration Activities & Statistics Report was accepted.

*(Unanimous vote)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee

# **Manchester Homeless Outreach Collaboration Activity and Statistics Update**

Data reflecting Outreach Efforts Through October 31, 2020



*Enabling Innovation and Collaboration*

# Manchester Homeless Outreach Collaboration

## Individuals Experiencing Unsheltered Homelessness

Total Identified Encampments		Where did you live prior to coming to this encampment?	
	Count		%
An encampment is defined as a location that is not for human habitation where one or more tents or a sleeping location has been identified in Manchester	35	Manchester	19%
		Other NH City/Town	4%
		Out of State	6%
		Unknown*	72%

Individuals Experiencing Unsheltered Homelessness		Count
<b>Active Individuals Experiencing Unsheltered Homelessness</b>		
<ul style="list-style-type: none"> <li>Person is known to outreach teams</li> <li>Person is confirmed to be experiencing unsheltered homelessness</li> <li>Outreach teams have confirmed whereabouts within the last 30 days</li> <li>Individual is currently being engaged by Manchester outreach teams OR outreach teams continue to offer engagement</li> </ul>		155

<b>Unable to Locate Individuals Experiencing Unsheltered Homelessness</b>		
<ul style="list-style-type: none"> <li>Person was known to outreach teams, but outreach team has not engaged with individual and/or is not able to confirm their whereabouts in the last 30 days</li> </ul>		276

<b>Total Identified Individuals Experiencing Unsheltered Homelessness in Manchester</b>		431
---	--	-----



\* The community outreach team is working to reduce the “Unknown” response to this question.

# Manchester Homeless Outreach Collaboration

## Individuals Experiencing Unsheltered Homelessness

Shelter and Housing	Count
Total Number of People Experiencing Unsheltered Homelessness who were transitioned to Housing, Shelter or otherwise Relocated	57 21% increase from September

- Statistics reflect new process allowing an Outreach team member to reserve a shelter bed by phone on behalf of an individual at the encampments (began May 22, 2020)
- Reflects individual was willing to enter shelter at the time of outreach encounter
- Responsibility of individual to arrive for shelter intake between 6:00 – 7:00 PM the night of bed reservation

Outreach Team Referrals to Shelter	Count
Outreach Referrals to the Shelter	166
Individuals who accessed the Shelter	88
Count of individuals staying 2 or more nights	63

\*Emergency shelter is now open for intake every day. In addition, outreach team members are able to reserve a shelter bed for unsheltered homeless individuals who wish to enter the shelter.

## Current Trends, Challenges and Successes

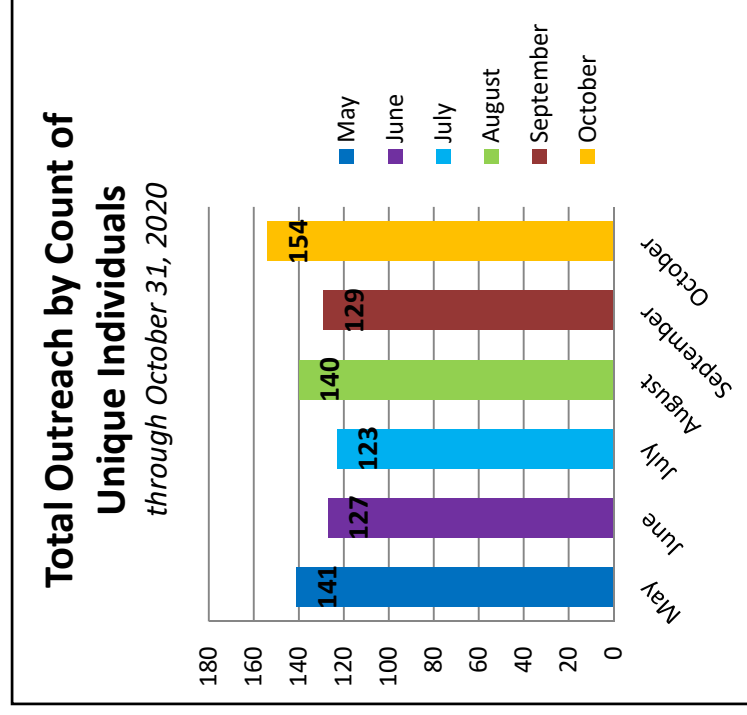
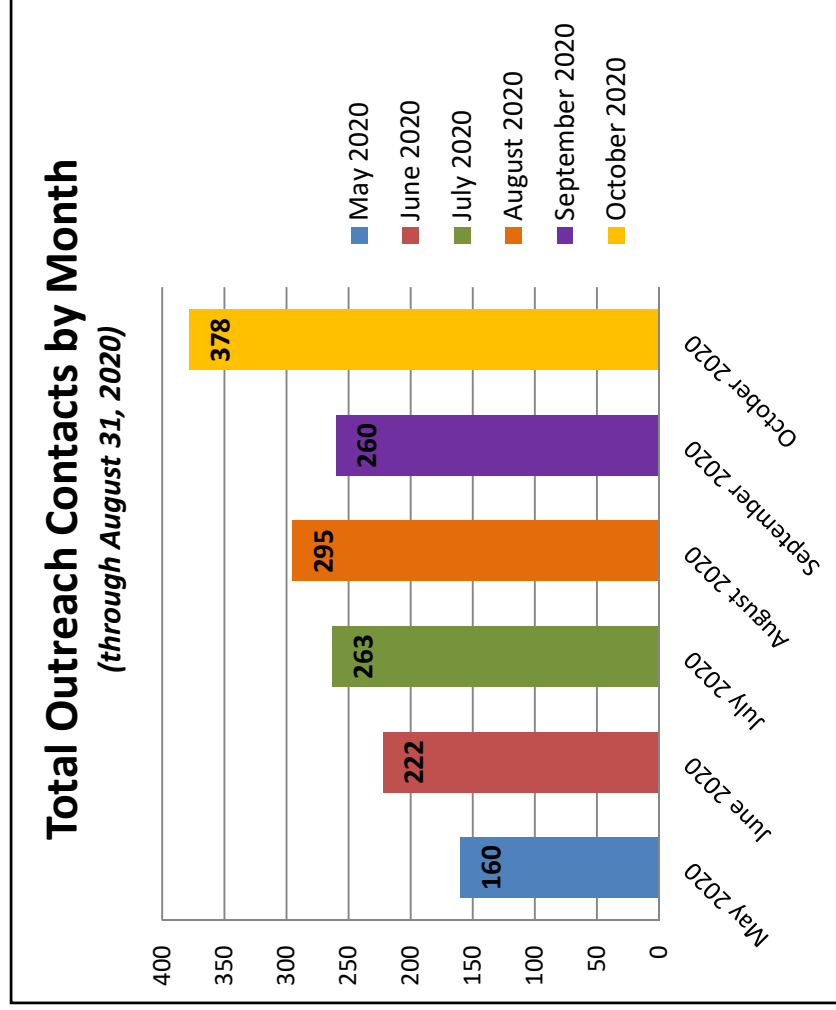
---

- Increased tension and uncertainty for persons experiencing homelessness residing near the **County Courthouse** in Manchester
- Increased interest in securing **emergency shelter beds** during cold and wet weather
- Increased requests for **warm weather clothing, hand warmers, tents and sleeping bags**
- Continued challenge for teams to find individuals for follow-up due to **movement** of unsheltered individuals between camps, and in parks and public spaces, as well as individuals **remaining within tents and under tarps** to remain warm
- **Outreach teams have increased** outreach by peer/Certified Recovery Support Workers to support discussion and movement towards readiness for substance use treatment services at identified high drug-use areas.
- Continued challenge to find **permanent housing**, particularly for those with a criminal history or registered sex offenders. This is also impacting Veterans being housed.



# Outreach Activities: May 6, 2020 – October 31, 2020

- Services reflect outreach team contacts during scheduled outreach with The Mental Health Center of Greater Manchester, Families in Transition – New Horizons and the Manchester Fire Department



# Community Outreach Collaboration

Organization	Activities	Resources / Commitment/Funding
<b>Manchester Fire Department/ AMR</b>	<ul style="list-style-type: none"> <li>- Wellness checks</li> <li>- Wellness education</li> <li>- Connection to AMR or hospital services as required</li> <li>- Connection to community resources</li> </ul>	<ul style="list-style-type: none"> <li>- 2 team members</li> <li>- 8 hours per day , 7 days per week</li> <li>- Funding through Department of Justice grant, additional grant and funding requests submitted</li> </ul>
<b>The Mental Health Center of Greater Manchester</b>	<ul style="list-style-type: none"> <li>- Mental Health evaluation and assessment</li> <li>- Substance use evaluation and referrals to treatment</li> <li>- Case management services for benefits and connection to community and state resources</li> <li>- Peer outreach support</li> <li>- Projects for Assistance in Transition to Homelessness (PATH) program</li> <li>- Mobile Crisis Response Team and on-call psychiatric consultation</li> </ul>	<ul style="list-style-type: none"> <li>- 1 x Master level mental health clinician</li> <li>- 1x Outreach Specialist</li> <li>- 8 hours per day, 7 days per week</li> <li>- Team currently includes 3 full time outreach specialists and per diem master level clinicians</li> <li>- Began increased outreach May 6, 2020</li> <li>- Funding for enhanced outreach through NH State Opioid Response (SOR) grant</li> <li>- Maintaining 1 existing homeless outreach specialist through state/SAMHSA Projects for Assistance in Transition from Homelessness (PATH)</li> <li>- Recently receive state ESG-CV funding for enhanced outreach efforts for 2 years</li> </ul>

# Community Outreach Collaboration

Organization	Activities	Resources / Commitment/Funding
<b>Families In Transition – New Horizons</b>	<ul style="list-style-type: none"> <li>- Outreach services targeted to substance use and referrals for treatment, recovery and shelter/housing assistance</li> <li>- Streamlined intake to New Horizons Shelter</li> <li>- Case management services for benefits and connection to community and state resources</li> <li>- Peer outreach support</li> </ul>	<ul style="list-style-type: none"> <li>- 2.2 Case Manager/Outreach Specialists</li> <li>- Team focused entirely on homeless outreach efforts.</li> <li>- Each team member working 6 days per week</li> <li>- 3 year funding through federal SAMHSA grant for all homeless outreach efforts</li> </ul>
<b>Healthcare for the Homeless</b>	<ul style="list-style-type: none"> <li>- Street Medicine team providing primary care medical home services in the community</li> <li>- Mental health and substance use evaluations and referrals to treatment</li> <li>- Peer recovery support outreach</li> <li>- Case management services for benefits and connection to community and state resources</li> </ul>	<ul style="list-style-type: none"> <li>- Street Medicine Team:               <ul style="list-style-type: none"> <li>- Nurse practitioner</li> <li>- Behavioral Health Clinician (staffed by a team of MSW, LICSW, MLADC)</li> <li>- Certified Recovery Support Worker, when need is identified</li> </ul> </li> <li>- 4 x 4 hour street medicine shifts per week</li> <li>- Began street medicine March 18, 2020</li> <li>- Increased funding for Street Medicine through COVID related funding for FQHC's through March 2021</li> </ul>

## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that the request from Alderman Porter for the installation of temporary speed humps on Lilac Court as a pilot program was received and filed.

*(Unanimous vote)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee

**Kevin A. Sheppard, P.E.**  
Public Works Director

**Timothy J. Clougherty**  
Deputy Public Works Director



**Commission**  
Toni Pappas, Chair  
Patrick Robinson  
James Burkush  
Trixie Vazquez  
Armand Forest

**CITY OF MANCHESTER**  
*Department of Public Works*

December 24, 2020

Chairman Bill Barry  
Committee on Public Safety, Health, and Traffic  
1 City Hall Plaza  
Manchester, NH 03101

RE: Lilac Court Speed Study

Dear Chairman Barry:

At the September 1, 2020 Traffic and Public Safety Committee of Board of Mayor and Alderman, the Department of Public Works recommended a speed study on Lilac Court in response to a request for temporary speed bumps.

DPW conducted a speed study from 9/21 to 9/25 and overall, the average speed was 19 mph (18 mph for EB and 20 mph for WB). Only 2 vehicles exceeded the posted speed limit of 30 mph - Monday 9/21 at 4:27 PM at 31 mph and Wed 9/23 at 4:20 PM at 35 mph. A summary of the data is attached.

Overall, there is very little speeding on this street, and speed bumps are not recommended.

If you have any questions, please let us know.

Thanks,

Kristen Clarke, PE, PTOE  
Traffic Engineer



Report for 9/21/2020 9:41:01 AM to 9/25/2020 12:59:56 PM

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
------------	----	-----	-----	-----	-----	-----	-----	-----	-----

Pace Speed	13-22
Number in	85
Pace	
Percent in	78.0
Pace	

WB

Report for 9/21/2020 9:41:01 AM to 9/25/2020 12:59:56 PM

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	18	55	43	7	2	0	0	0	0	0	0	0	0	0
Percent	14.4	44.0	34.4	5.6	1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	107	52	9	2	0	0	0	0	0	0	0	0	0	0
Percent	85.6	41.6	7.2	1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	55%	85%	90%	95%						
Speed	13	14	16	19	20	23	24	26						

Average 20

(Mean)

Pace Speed 14-23

Number in 102

Pace

Percent in 81.6

Pace





## CITY OF MANCHESTER

### *Board of Aldermen*

February 22, 2020

Honorable Mayor Joyce Craig

Clerk Matthew Normand

Request for referral to the Committee on Traffic and Public Safety

Installation of temporary speed humps on Lilac Court (Pilot Program)

I am proposing a pilot program to be run in the extreme south end of Ward 8. When I campaigned various neighborhoods one of the major issues I confronted was traffic behavior in various neighborhoods. The predominant issue is speed. While we clearly cannot expect the police to be everywhere all the time I am requesting a pilot program to take place in the cul-de-sac neighborhood of Lilac Court for the Spring and Summer months of 2020 to see if we can curb driving behavior (speed) in neighborhoods. Lilac Court is the perfect neighborhood for this pilot because it would not interfere with major through ways and more important, the neighborhood is very tight knit and I believe the residents of this neighborhood would be able to gauge the success or failure of this pilot program.

I am specifically requesting the implementation of a temporary speed hump which may act as a deterrent to speed which would greatly improve the quality of life for the local neighborhood. This pilot program has a two-fold impact: A) The residents have reached out to me in support of this and B) This could be a good measure for implementation in other neighborhoods for use during spring and summer months.

The temporary speed humps can be anchored to the asphalt at the entry way of the neighborhood (just before reaching the first home). This measure could be a possible solution to issues predominant in many neighborhoods around the city. Implementing this pilot program during the spring and summer months would give sufficient time to

gauge the success or failure and would not be an obstacle for plows during the winter months. It would add a measure of safety to neighborhoods where kids routinely play outdoors and would not impact major traffic area.

The embedded link provides a brief overview of the proposed pilot program where two of these speed humps would be purchased and installed at Lilac Court. The temporary speed hump is roughly 8.25 feet long thus there is a need for two.

<https://propropertysupply.com/products/asphalt>

The cost to purchase is roughly \$200 per speed hump x 2 for a total of \$400.

If these temporary speed humps are effective, this could lead to similar pilot programs in various neighborhoods throughout the city at a relatively low cost to the city. The nice part about these temporary speed humps is they can be relocated once traffic patterns calm down in areas where excessive speed in a tight knit neighborhood is an issue.

I have the support of my constituents in this area for the implementation of this pilot program and if successful, we could at the very least curb irresponsible driving habits, even on a temporary basis when children are riding bicycles in these non-through streets during the spring and summer months.

I ask for your sincere consideration for this request and I am happy to answer any questions or concerns you may have.

Sincerely,

Michael Porter  
Alderman Ward 8



Asphalt Modular Speed Bump - x +


← → ↻ 🔒 propropertysupply.com/products/asphalt

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Property Supply

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Home ▾ Asphalt Modular Speed Bump



## Asphalt Modular Speed Bump

Quantity: 1 ▾

**\$194.50**

SKU: SGXZM2BA

Speed bumps are a great way to alert motorists to reduce their speed and assist in providing extra safety throughout your facility.

**Add to cart**

**Buy it now**

Share this: [f](#) [t](#) [in](#) [p](#)

Secured by **GeoTrust**  
Secure SSL Encryption

**Product Details**

- Bumps can be fixed asphalt surfaces using supplied fixings to create a long-lasting, super-strong bond
- Black and yellow colors provide contrast to highlight the locations of bumps to drivers, cyclists, and pedestrians
- Integrated reflectors are situated on both sides of the bump modules so they are easy to see at night or in poor weather conditions
- Modular bumps are easy to install eliminating the need to work with bulky or heavy items
- All necessary fixings are supplied as part of the kit

Windows taskbar: 2:04 PM 11/21/2020

Asphalt Modular Speed Bump - x +

← → ↻ 🔒 propropertysupply.com/products/asphalt

**PRO**  
Property Supply

Speed bumps are a great way to alert motorists to reduce their speed and assist in providing extra safety throughout your facility.

**Buy it now**

Share this: [f](#) [t](#) [in](#) [p](#)

Secured by **GeoTrust**  
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- Modular bumps are easy to install eliminating the need to work with bulky or heavy items
- All necessary fixings are supplied as part of the kit

**Product Specifications**

- Color: Black & Yellow
- Dimensions: 2.16" H x 8.25' L
- Material: Recycled Plastic
- Includes: (1) End Cap Pair, (2) Black Inner Sections, (20) Hex

Windows taskbar: 2:05 PM 11/21/2020

## **To the Board of Mayor and Aldermen of the City of Manchester:**

The Special Committee on Alcohol, Other Drugs and Youth Services respectfully recommends, after due and careful consideration, that an ordinance:

“Amending Chapter 130: General Offenses of the Code of Ordinances of the City of Manchester by adding a new section prohibiting camping in public places.”

ought to pass and be referred to the Committee on Bills on Second Reading for technical review.  
*(Unanimous vote)*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk of Committee

# City of Manchester New Hampshire

*In the year Two Thousand and*

*Nineteen*

## AN ORDINANCE

“Amending Chapter 130: General Offenses of the Code of Ordinances of the City of Manchester by adding a new section prohibiting camping in public places.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Amend the Code of Ordinances by inserting the following new language.

### §130.13 CAMPING IN PUBLIC PLACES.

(A) *Prohibitions.* It shall be unlawful for any person to use or cause to be used any of the streets, sidewalks, square or any other public place, excepting parks as governed by Chapter 96, as a camping place absent prior written permission from the Board of Mayor and Aldermen or its designee. As used in this provision, the term "camp" or "camping" shall mean the use of public property as a temporary or permanent place of dwelling, lodging or residence, or as a living accommodation at any time between sunset and sunrise as defined on the date of offense by the official government record, or as a sojourn that has not been authorized by the Board of Mayor and Aldermen or its designee. Indicia of camping may include, but are not limited to, any one or more of the following: storage of personal belongings; using tents, tarps or other temporary structures for sleeping or storage of personal belongings; hanging clothes line; carrying on cooking activities or making any fire in an unauthorized area; or any of such activities in combination with either sleeping or making preparations to sleep (including but not limited to the laying down of cots, cushions, sheets, blankets, sleeping bags or other bedding for the purpose of sleeping).

(B) *Enforcement.* The Manchester Police shall enforce this camping section only when the individual is on public property and there is an “available overnight shelter.” The term "available overnight shelter" shall mean that the person can, at the time of citation, go to a local homeless shelter, that said shelter has an available overnight space for the individual at no charge to the person, that said available overnight space will be available to that person upon their arrival and that the person is not barred for any reason including but not limited to bail conditions, protective orders, trespass orders, rules of the shelter, policies of the shelter, intoxication or impairment from going to the local homeless shelter. No person shall be cited unless and until a police officer receives confirmation of “available overnight shelter” as defined above, and the person has been advised that overnight shelter is available, warned that they will be cited should they not go to the “available overnight shelter” and continue to camp, and they have been given a reasonable opportunity to comply with the request. Reasonableness shall be judged based upon the specific facts of each case. If during the course of reasonably attempting to comply with request of the police officer to desist camping in a public place, the shelter bed becomes unavailable for any reason, the person shall not be cited. A police officer shall be required to conduct this inquiry each and every time prior to issuing a citation under this section.

(C) *Exceptions.* This section does not affect any other provision of the City of Manchester Code of Ordinances.

(D) *Penalty.* Any person who violates this provision shall be sentenced under the provisions of §10.99 (a fine up to \$1,000).

II. This ordinance shall take effect upon its passage.

*Kevin A. Sheppard, P.E.*  
*Public Works Director*

*Timothy J. Clougherty*  
*Deputy Public Works Director*



*Commission*  
*Toni Pappas, Chair*  
*Patrick Robinson*  
*James Burkush*  
*Trixie Vazquez*  
*Armand Forest*

**CITY OF MANCHESTER**  
*Department of Public Works*

**MEMORANDUM**

To: Board of Mayor and Aldermen

From: Kevin A. Sheppard, P.E.  
Public Works Director

Date: January 13, 2021

Re: Storage of Personal Items Belonging to Homeless Encampment Inhabitants

Honorable Mayor and Aldermen,

On January 4, the Special Committee on Alcohol, Other Drugs & Youth Services requested that Public Works develop a policy for the storage and retrieval of items belonging to residents within homeless encampments when these individuals are asked to vacate City property.

The below procedure will be utilized when it is decided to remove inhabitants of a camp when a shelter bed is available and certain people refuse to move due to the fact there is not adequate space to store their belongings at the shelter. Solicitor Emily Rice provided me with information from other cities, which was beneficial in developing the below policy and procedures.

Once it has been determined a site will be cleared, Public Works employees will work with a multi-departmental team to approach camp inhabitants and require that their personal belongings be removed from City property. If the inhabitant request temporary storage of personal belongings, Public Works personnel will supply each inhabitant up to two 38 gallon storage bins. All items not placed in a bin or requested to be stored will be disposed of. If an acceptable item, such as a bicycle, does not fit in a bin we will move it into storage with the bins.

- The bins will be labeled with the date placed into storage, name and contact information of the owner of the personal belongings, date placed into storage and location items were taken from.
- Persons, receiving the bins, will be given a list of allowable items that can be stored (see below) and requested to list items to be placed into the bin. The individual will also be

given a receipt and information as to how to retrieve their belongings, which will be available from Public Works during our normal operating hours, within 30 days of being placed into storage. If not retrieved within the 30-day period, the items will be disposed of.

- Public Work's employees will take pictures and maintain the written documentation.

Bins will be stored in a secure location and accessible to only authorized personnel. Initially items will be stored at a currently vacant City property, but should this property become unavailable it may be necessary to utilize a storage container, which would be located at the Public Works site.

#### **Acceptable Items**

- Clothing
- Tents
- Bicycles
- Sleeping bags
- Backpacks
- Crutches
- Wheel chairs

#### **Non-Acceptable Items**

Any item not listed above will be considered unacceptable for storage, including but not limited to:

- Hazardous Materials and items that may pose a health risk, such as drugs and needles
- Weapons of any kind
- Perishable items, such as food
- Animals
- Wet and soiled items
- Personable items, such as wallets, credit cards, identifications, checks, money, jewelry, watches, medical records, medicine and personal papers (We will ask person to take this material with them and not place into storage bins)
- Building Materials, such as wood, bricks and metal
- Liquids

#### **Sample Tag and Receipt for Bins will Include**

- Name and contact information of owner of items
- Date packed and put into storage
- Location of where items were taken from

The above is subject to final review and approval of the City Solicitor. Should you have any questions, please feel free to contact either Mr. Tim Clougherty or myself.

Cc/Ms. Emily Rice



Gail Senno  
Director, Senior Service Department  
City of Manchester  
Cashin Senior Center  
151 Douglas Street  
Manchester, NH 03102

City Clerk's Office

JAN 05 2021

RECEIVED

Dear Gail:

Please accept this notice of resignation for my position as a Commissioner for the Senior Services, Cashin Senior Center.

My husband and I are planning on moving out of state this spring, and I will not be able to continue my responsibilities as a Commissioner.

It has truly been an honor to serve and work with you and your incredible staff. Caring and compassion are the hallmark of a good senior service staff, and with Emily, Mark, Kim and the volunteer commissioners you surely have that.

Covid has challenged us all, none more so than the senior population of our state. Here is hoping that we will have the pandemic under control soon, so that this important service to Manchester will reopen soon.

Thank you for your work and for your understanding.

Pam Jorgensen  
300 River Road  
#303  
Manchester, NH 03104

**Senno, Gail**

---

**From:** Daphne Whitmore <daf.whitmore@comcast.net>  
**Sent:** Wednesday, December 09, 2020 12:19 PM  
**To:** Senno, Gail  
**Subject:** Resignation

City Clerk's Office

JAN 05 2021

RECEIVED

Sent from my iPad

December 9, 2020

Gail Senno, MSW  
Senior Service Director  
Wm. B Cashin Senior Activity Department  
151 Douglas St.  
Manchester, NH 03102

Dear Gail

Please accept this letter, as my resignation from the Senior Service Commission, as of today, December 9, 2020.

I have enjoyed being at the center, volunteering and working with Our seniors.

I would still like to volunteer, if needed, when everything returns to Normalcy after this Pandemic.

Thank you  
Daphne Whitmore

City Clerk's Office

JAN 05 2021

RECEIVED

**Senno, Gail**

---

**From:** Sharon Schott <schoofly@gmail.com>  
**Sent:** Wednesday, December 09, 2020 3:53 PM  
**To:** Senno, Gail  
**Subject:** Re: Commission

Dear Gail,

I don't have a printer so I hope it is acceptable to send this letter via email. I recently moved from Manchester to Bedford and understand that commissioners for the Senior Center must live in Manchester so I am forced to resign my position effective immediately. It has been such a personal loss to not have the Senior Center available but I understand the reasons. I am sorry that I can no longer assist by being on the commission.

Sincerely'

Sharon Schott



## CITY OF MANCHESTER

*Joyce Craig*  
*Mayor*

### MEMORANDUM

To: Board of Mayor and Aldermen  
From: Mayor Joyce Craig  
Date: January 5, 2021  
Re: Nominations

---

Pursuant to Section 3.14(b) of the City Charter, please find below the following nomination, which will layover to the next meeting of the Board pursuant to Rule 20 of the Board of Mayor and Aldermen:

#### **Manchester Arts Commission**

- Maserai Bah as an alternate, term to expire December 1, 2022

#### **Highway Commission**

- Armand Forest to succeed himself as a regular member, term to expire January 15, 2024

#### **Conduct Board**

- Candace Veziris to succeed herself as a regular member, term to expire October 1, 2023
- Woullard Lett to fill a vacancy as a regular member, term to expire October 1, 2022
- Roland Martin to fill a vacancy as an alternate, term to expire October 1, 2021


#### **Senior Services Commission**

- Sean Parr to fill a vacancy as a regular member, term to expire January 1, 2024
- Mary Lynn Edwards to fill a vacancy as a regular member, term to expire January 1, 2025


#### **Conservation Commission**

- Nicholas Testa to fill a vacancy as an alternate member, term to expire August 1, 2021

# maseiraibah

 603.682.4517

 maserai.b@gmail.com

 blkshe.com

## EDUCATION

### TEMPLE UNIVERSITY

Lew Klein College of Media and Communication, Cum Laude

- B. A. – Media Studies and Production, Minor in Art

477 STRAW ROAD, MANCHESTER, NH 03102

PHILADELPHIA, PA

AUG 15' – MAY 19'

## EXPERIENCE

### BLKSHE [Freelance Creative Craftsman]

- Create and sell paintings from collections or based on commission
- Build, manage, and maintain clientele
- Principal of 603 Youth Program
- Design for clients on special projects (ex. music covers, flyers, brand assets)

MANCHESTER, NH

NEW YORK, NY

SEP '14 – Present

### CURRIER MUSEUM OF ART [Office Manager/Marketing Coordinator]

- Photographed exhibition and gallery artwork
- Brainstormed with co-workers about social media creative assets
- Created instagram quiz to highlight artwork in Currier collection
- Managed social media calendar and instagram page
- Organized office operations and procedures for maximum efficiency
- Strategized and executed creative solutions to problems within position scope

MANCHESTER, NH

SEP '19 – SEP '20

### AFROPUNK [Graphic Design Assistant]

- Envisioned and produced digital and printed brand specific assets
- Implemented creative thinking by studying new information and materials
- Collaborated with leaders of other departments to achieve common goals
- Followed through on deadlines for national and international markets
- Worked independently while managing multiple projects

BROOKLYN, NY

JUN '17 – AUG '19

### IMAGEMILL [Creative Intern]

- Assembled presentations for agency and clients
- Researched project concepts and background information
- Developed film shooting schedules
- Revised agency and client documents

TOKYO, JAPAN

JAN '18 – APR '18

## COMMUNITY SERVICE

Principal, 603 Youth Program, St.Peter-St.Paul

STATEN ISLAND, NY

MANCHESTER, NH

2018 - 2020

## SKILLS



G Suite





## **WOULLARD H. LETT**

354 E. High St. ~ Manchester, NH 03104

(603) 264-0542 (C)

[woullard.lett@gmail.com](mailto:woullard.lett@gmail.com)

### **PROFESSIONAL EXPERIENCE**

---

Unitarian Universalist Association

Regional Lead

2018 - Present

Lett Consulting, LLC

Principal Investigator

2013 - 2018

Symmetry Analytics, LLC

Senior Analyst

2012 - Present

Manchester Homeless Services Center

Center Manager

2012 – 2013

Southern New Hampshire University, Manchester, New Hampshire

Administrator

1992 – 2011

### **EDUCATION**

---

SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, NH

Masters of Science, Community Economic Development, 1992

NORTHEASTERN ILLINOIS UNIVERSITY, Chicago, IL

Bachelor of Arts, Community Law/Inner City Studies, 1988

ROOSEVELT UNIVERSITY, Chicago, IL

Paralegal Certificate, Lawyer's Assistant Program, 1985

### **VOLUNTEER EXPERIENCE**

---

National Coalition of Blacks for Reparations in America (N'COBRA)

Education Commission Male Co-chair

2015- Present

Unitarian Universalist for a Just Economic Community (UUJEC)  
Board Member  
2006-2010

Manchester, NH Local Disproportionate Minority Contact (DMC) Committee  
Chairman  
2013-2014

Manchester, New Hampshire Police Commission  
Commissioner  
2009 – 2013

Manchester NAACP  
Education Committee Co-chair  
1995 – Present

Haymarket People's Fund  
Chairman  
2009 – 2012

**Roland A. Martin II**

536 Currier Drive  
Manchester, NH 03104  
h(603)626-5844 m(603)860-8005

**Cornerstone PDC, LLC**

42 West Brook Street  
Manchester, NH 03101  
o(603)668-8750 f(603)668-8751  
[r.martin@cornerstonepdc.com](mailto:r.martin@cornerstonepdc.com)  
[www.cornerstonepdc.com](http://www.cornerstonepdc.com)

Seasoned professional with 35 years of general construction experience in all aspects of the industry, including business development, information systems, operations, cost estimating, finance/accounting, client relations, risk management and project planning and development.

**2009 – Current:****President, Cornerstone Construction Company, LLC (Re-branded as Cornerstone PDC, LLC in 2016)**

- Responsible for daily operations of Construction Management and General Construction firm, specializing in turn-key commercial and institutional projects.
- Acquired 100% of business unit from Pro Con, Inc. in 2009.

**February 2007 – 2009:****Sr. Vice President / Officer & Project Executive, Pro Con, Inc.**

- Complete responsibility for several projects, their respective construction teams and client relations.
- Led several initiatives in company including streamlining a number of operational processes, improving conceptual estimating abilities, refining companywide risk management, improving interdepartmental communication and developing/implementing a strategic hiring and retention plan.

**September 2001 – February 2008:****President, Cornerstone Construction Company LLC**

- Founder, President and shareholder of full-service Construction Management and general construction firm, servicing the commercial, industrial and institutional markets.
- Responsible for all aspects of start-up phase, long-term planning and day to day operations.
- Raised capital to startup company and support bonding program.
- Positive growth and profitability each year in business.
- All work was negotiated CM and/or Design-Build with a primary focus on the medical market.
- Successfully merged company with Pro Con, Inc. in February 2007.

**July 1997 – July 2001:****C.O.O. - Kelly Construction Co., Inc. – Manchester, NH**

- Restructured entire company including field operations, project management, accounting, sales/estimating and all support departments.
- Drafted and implemented policies and procedures for all aspects of company operations.
- Developed and implemented strategic plan for company.
- Automated company and implemented the following software applications and systems: Timberline Gold Accounting, Timberline Estimating Standard, Meridian Systems ProLog Manager, PrimaVera Suretrak and other support systems. Developed and implemented corporate website.
- Re-designed safety program and formed a Joint Loss Safety Committee; hired a dedicated General Field Superintendent / Safety Officer.

- Turned company from doing nearly 100% plan and specification bid work in mid 1997 to near 95% CM (at risk) and design-build work by 1999.
- Initiated training programs for all employees, including: Red Cross (CPR / 1<sup>st</sup> Aid) for field employees, OSHA certification courses, tuition reimbursement program for construction related courses, seminars for computer applications, conducted internal workshops on CM / Project Management in the Design/Build and CM (at risk / GMP) environments.
- Involved in pre-planning and project closeout on nearly every project company undertook (30+ annually).
- Managed numerous projects up to \$5mm as Project Manager and/or Project Executive (conceptual through pre-construction, construction and completion), including hotels, medical, office and other commercial projects.

**Sept. 1986 – July 1997:**

**Pro Con, Inc. – Hooksett, NH**

- Managed numerous repeat client accounts. Supervised and assisted other project managers and estimators in fulfilling obligations for such accounts. Maintained client contact and intervened when issues resolution was required.
- Information Systems: Network Manager. Advised CEO and CFO on automation systems issues including software, hardware, networking, data and telecommunications. Was responsible for short and long range planning, budgeting and implementation of information systems.
- Estimating: Lengthy track record of successful cost estimating on CM, Design-Build and Bid projects over 11 year period. Coordinated efforts and assignments of estimating department.
- Marketing Manager: Coordinated efforts of four business development personnel.
- Estimated and managed (PM and/or Project Exec.) numerous projects up to \$18mm, all CM/Design-Build.
- Project liaison to J.V. partnership on \$30mm Federal courthouse in Concord, NH.
- Other Notable Accomplishments:
  - Developed extensive estimating database.
  - Developed and implemented cost tracking system(s) for CM projects.
  - Instrumental in streamlining and standardizing numerous operations within company.
- **Affiliations / Community:**
  - Officer, Manchester Development Corporation
  - Lifelong resident of Manchester, NH
  - Member of the Construction Management Association of America (CMAA).
  - Affiliate Member of the American Institute of Architects (AIA) – NH Chapter.
  - Member – Manchester Chamber of Commerce.
  - Founder of annual fundraising / ski film event held annually at Palace Theatre in Manchester, NH.
  - Former, active volunteer for: Easter Seals, United Way, Trout Unlimited, Ducks Unlimited, Manchester Regional Youth Hockey Association (long term board member, including 3 years as Board Chair).
  - Former Member, Mill Falls Charter School Foundation.
  - Former Board Chair, Mill Falls Charter School Board
  - MIT School of Architecture & Planning, Commercial Real Estate Analysis and Investment

## SEAN M. PARR

Associate Professor of Music  
Saint Anselm College  
603-641-7379 (work)

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Manchester, NH 03104  
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### EDUCATION

- 2009** **Ph.D. Columbia University**, Historical Musicology  
**2003** **M.M. Florida State University**, Voice Performance and Musicology studies  
**1999** **B.A. Dartmouth College**, Music and Mathematics modified with Computer Science  
Graduated with high honors in music, and *cum laude* overall.  
**1998** **Royal College of Music**, London, Music Foreign Study Program

### EMPLOYMENT

- 2011-present** **Assistant/Associate Professor of Music**, St. Anselm College, Manchester, NH [tenured]
- Racial Justice Curricular Committee
  - MLKJ Planning Committee
  - Strategic Plan, Academic Innovation Committee
  - Faculty Senate, Judicial Board, and Rank & Tenure Committee
  - Fine Arts Department Chair
  - Designed and implemented new curriculum for a Major in Music
  - Founder and Director of the College's Music Performance Program
  - Published research in scholarly journals and edited volumes
  - Other service on many College-wide Committees, including: Curriculum Assessment and Design, Accreditation (Integrity, Transparency, and Public Disclosure), Diversity and Inclusiveness, Academic Advising for Undeclared Majors, Faculty Development, and numerous Search Committees
  - Teach courses in Humanities core curriculum, Music History, Music Theory, Conducting, Voice Performance, Chamber Music, Gender in Music and Literature, American Musical Theatre, History of Rock and Roll, Opera, Sacred Music, and Senior Seminar
  - Awarded grants for archival research in Germany, France, and Italy
- 2009-2011** **Visiting Assistant Professor of Music History**, Dickinson College, Carlisle, PA  
**2002-present** **Math, SAT, and GRE Tutor**, Private Teacher and Instructor at Sylvan Learning Center  
**2000-2001** **Software Engineer**, Bell & Howell  
**1999-2000** **Financial Advisor**, Standard & Poor's  
**1999-present** **Opera Singer** (tenor): performed over 30 roles and hundreds of solos with opera companies and orchestras throughout the US and Europe  
**1999-present** **Conductor**: directed amateur and professional choirs at public high school, colleges, and churches

### COMMUNITY ENGAGEMENT

Secretary, Parent Teachers Organization, Smyth Road Elementary School, Manchester, NH, 2020-21  
Canvass Captain, Volunteer Leader, presidential political campaign, 2019-20  
Candidate, Manchester Board of School Committee, Ward 2, 2019  
Board of Directors, Manchester Choral Society, Fall 2013-2019  
Evaluator for New Hampshire Humanities Council, Spring 2012  
Adjudicator for National Association of Teachers of Singing, NH-VT regional competition, 2012-present  
Director, Ensemble Ex Cathedra, Cathedral of St. Joseph, Fall 2018-present  
Professional Cantor, Cathedral of St. Joseph, Manchester, NH, Fall 2011-present  
Recitals, Dartmouth College, St. Anselm College, Cathedral of St. Joseph, 2011-present  
Tenor soloist, Handel, *Messiah*, Cathedral of St. Joseph, December 2013, 2015, 2017, 2019  
Noah Greenberg Award Committee, American Musicological Society, 2017-19 (Chair 2019)  
[for outstanding contributions to historical performing practices]  
Referee, *Journal of the American Musicological Society*, 2016  
Fulbright interview and selection committee, Dickinson College, 2009  
President, Columbia University, Graduate Student Advisory Council, 2008-2009  
Editorial Board, *Current Musicology*, 2004-2009  
Counselor, Gay Health Advocacy Project, New York, NY, 2005-2009  
Advisory Board, and Co-Founder, Morningside Opera, 2008-16



**Mary Lynn Edwards**

65 Victoria Street Unit 23

Manchester, NH 03104

603-315-4291

[mle2848@aol.com](mailto:mle2848@aol.com)

Currently retired. Sixteen plus years of experience in strategic planning, also data base, volunteer, organization and non-profit development management, leadership, team building, training, donor cultivation and stewardship, and detailed project implementation. Twelve years Family care-giver experience.

## Nicholas Testa

<http://www.linkedin.com/in/ntesta1086>

Manchester, NH 03104  
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603-732-7612

348 MYRTLE ST, #6

Throughout my career I have worn many different hats and for the past 8 years I have worked in the printing industry. Currently, I am an account manager with clients totaling one million in sales, while also overseeing the set up and maintenance of our company's B2C and B2B online storefronts. Prior to the printing industry I worked at a semi-private country club in Goffstown in the Proshop and events and outings as a server. Before that I managed and was the lead cook at a former pizzeria in Peterborough, NH. Finally I spent 5 years in the PCB manufacturing industry doing all kinds of jobs from shipping/receiving, prep, assembly and box build.

I've always enjoyed learning new things and facing different challenges.

## Work Experience

### **Account Manager/Storefront team lead**

Talient Action Group - Manchester, NH  
October 2016 to Present

I joined TAG shortly after the 2016 general election. My day to day functions include prompt customer service, storefront maintenance, using various applications to complete my goals. Due to COVID I am currently working from home but normally work in the office.

- Growing my accounts to 50+ clients with over One million in sales
- Set up and implementation of our B2B and B2C storefronts
- Bulk mail processing using Satori bulk mail software
- Using CRMs, Salesforce, Pardot and delighted surveys
- Learning SEOs to drive users to storefront

### **Customer service and sales**

Town and Country Reprographics - Concord, NH  
May 2015 to October 2016

I started at Town and Country with little knowledge in the printing industry but quickly learned as much as I could. This work ethic allowed me to move up from front desk CSR to Production Manager overseeing 10 employees. My notable achievements during my time here

- Increase of the communication between departments, staff development by cross training
- strong inventory system for our paper products as well as customer stored items
- structured cost tracking system
- Past responsibilities include customer relations, sales, large format printer and some graphical work in Adobe acrobat, GIMP and Photoshop
- team lead for the migration of the company email servers to a new host

### **Proshop Manager/Bartender**

Stonebridge Country Club - Goffstown, NH  
April 2012 to October 2013

Worked at this golf course for 2 seasons, starting as a bartender and being promoted to the Pro shop as an assistant to the Pro. This expanded my experience in management and sales. In addition to holding this position, I also provided my services wherever need. Whether it was bartending, serving, working functions and even helped out with the greens crew for major NH tournaments. I really enjoyed working here, from the experience to the networking.

### **Restaurant Manager**

Our Town Pizzeria & Restaurant - Peterborough, NH  
July 2009 to December 2011

I started working here with little knowledge of cooking properly and began as a prep cook. I soon showed my ability to learn on my feet and soon knew the entire menu and was promoted to Manager. Responsibilities included open/closing tasks, creating work schedules, ordering supplies, and promoting employee growth through training and encouragement. This job showed that I have a passion for business management. I left when ownership no longer had the same drive that I did and did so in a professional manner.

### **Everything**

Cirtronics Corporation - Milford, NH  
April 2004 to January 2009

I started this job in high school and continued until being laid off in the slowdown of 2009. This job kicked off an increasing need to know everything that I can about a job. I began my career in inventory control, and quickly learned how to do assembly prep, box building, receiving, and became certified at soldering under IPC 610 class 2 specs.

### **Skills**

- Goal Driven leader
- Personable Professional
- Highly Computer literate
- Innovative problem solver
- Self-driven achiever
- Communication
- Customer Satisfaction
- Jack of all trades
- Microsoft Office
- Project Management
- Customer Service
- Pardot
- Magento
- Digital Marketing
- Search Engine Optimization (SEO)
- Email Marketing

*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty One*

**A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Thousand Dollars (\$30,000) for the FY 2021 CIP 411621 Intelligence Officer Program.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$30,000 from the State of New Hampshire Department of Safety for the implementation of the Intelligence Liaison Officer Program;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411621 Intelligence Officer Program - \$30,000 STATE

Resolved, that this Resolution shall take effect upon its passage.

*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty One*

**A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Nine Hundred Eighty Four Dollars (\$41,984) for the FY 2021 CIP 411721 NH Highway Safety Grant.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$41,984 from the State of New Hampshire Department of Safety for the implementation of the Highway Safety Grant program;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411721 NH Highway Safety Grant - \$41,984 STATE

Resolved, that this Resolution shall take effect upon its passage.



# *City of Manchester* *New Hampshire*

*In the year Two Thousand and Twenty One*

## **A RESOLUTION**

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty Four Thousand Three Hundred Twenty Nine Dollars (\$84,329) for the FY 2021 CIP 411821 Project Safe Neighborhood CopLink Grant.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$84,329 from the State of New Hampshire Department of Safety for the implementation of neighborhood policing programming;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

**By adding:**

FY 2021 CIP 411821 Project Safe Neighborhood CopLink Grant - \$84,329 STATE

Resolved, that this Resolution shall take effect upon its passage.

*City of Manchester*  
*New Hampshire*

*In the year Two Thousand and Twenty*

**A RESOLUTION**

“Amending the FY 2017 & 2021 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of One Thousand Six Hundred Eighty One Dollars and Sixty Cents (\$1,681.60) for the FY 2021 CIP 710021 Annual ROW Roadway Rehab.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the FY 2017 & 2021 CIP as contained in the FY 2017 & 2021 CIP budget; and

WHEREAS, the 2017 & 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Public Works - Highway administered projects;

NOW, THEREFORE, be it resolved that the FY 2017 & 2021 CIP be amended as follows:

**By decreasing:**

FY 2017 CIP 714517 Elm Street Repaving Project - \$1,681.60 Other

**By increasing:**

FY 2021 CIP 710021 Annual ROW Roadway Rehab - \$1,681.60 Other

Resolved, that this Resolution shall take effect upon its passage

# *City of Manchester New Hampshire*

*In the year Two Thousand and Twenty*

## **A RESOLUTION**

“Amending the FY 2017 & 2021 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of Twelve Thousand Two Hundred Twenty Nine Dollars and Twenty Six Cents (\$12,229.26) for the FY 2021 CIP 712521 Infrastructure ADA Access.”

**Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:**

WHEREAS, the Board of Mayor and Aldermen has approved the FY 2017 & 2021 CIP as contained in the FY 2017 & 2021 CIP budget; and

WHEREAS, the 2017 & 2021 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Public Works - Highway administered projects;

NOW, THEREFORE, be it resolved that the FY 2017 & 2021 CIP be amended as follows:

**By decreasing:**

FY 2017 CIP 710417 School Sidewalk Program - \$12,229.26 CDBG

**By increasing:**

FY 2021 CIP 712521 Infrastructure ADA Access - \$12,229.26 CDBG

Resolved, that this Resolution shall take effect upon its passage